



**ASSURANT**  
Employee  
Benefits

# Group Benefits

**Neshaminy School District**

**Life**  
Certified Staff Members or Long Term  
Certified Staff



**CERTIFICATE OF  
GROUP INSURANCE**

**Union Security Insurance Company** certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Schedule. This Certificate is subject to the provisions of the below numbered *policy* issued by Union Security Insurance Company to the *policyholder*.

Policyholder: Pennsylvania School Board Association Insurance Trust

Participating Employer: Neshaminy School District

Group Policy Number: 16555

Participation Number: 406

Type of Coverage:

**Group Term Life Insurance  
Group Accidental Death and Dismemberment  
Insurance**

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.



President and  
Chief Executive Officer

## SCHEDULE

### Eligible Persons

To be eligible for insurance, a person must be a member of an Eligible Class. The person must also complete a period of continuous service (Service Requirement) with the *participating employer* (or any *associated company*).

**Eligible Class:** Each *full-time* Certified Staff Member or Long Term Certified Staff of the *participating employer* or an *associated company*,

- who is at *active work*, and
- who is working in the United States of America,

as identified on the *participating employer's* or our records, except any temporary or seasonal worker.

**Associated Companies:** None

**Service Requirement:** None

### Entry Date

Insurance will take effect on the later of (i) the date shown below, and (ii) the day all the eligibility requirements are met.

### Effective Date of Insurance

May 1, 2015 (subject to Entry Date)

### Life Insurance for You

Your amount of insurance will be 100% of your *annual pay*, subject to a maximum amount of insurance of \$250,000\*.

*Annual pay* means your basic yearly pay from the *participating employer* or an *associated company*, and is computed on a yearly basis. Bonuses, overtime, and other compensation not considered by us as basic wages or salary are not included. However, commissions received during the prior full calendar year will be included. If you have been eligible to receive commissions for less than a full calendar year, *annual pay* will include commissions received during the time you were eligible to receive them.

If you are an hourly employee, *annual pay* will be based on your hourly rate of pay, but not on more than 40 hours per week.

\*The amount of insurance will be rounded to the next higher multiple of \$1,000, if not already an exact multiple.

### Amount of Accelerated Benefit

With the written consent of the *beneficiary(ies)*, you may choose an amount of *accelerated benefit* up to 80% of your *life insurance*. Without the written consent of the *beneficiary(ies)*, you may choose an amount of *accelerated benefit* up to 50% of your *life insurance*. The amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple. The minimum amount you may choose is 25% of your *life insurance*. However, the amount may never be less than \$5,000 or more than \$250,000.

## SCHEDULE (continued)

### **Amount of Accidental Death and Dismemberment Insurance**

The maximum amount of *accidental death and dismemberment insurance* is equal to the amount of *life insurance* in effect at the time of the loss.

### **Amount of Automobile Accident Benefit**

The maximum amount of automobile accident benefit is equal to 20% of the amount of *accidental death and dismemberment insurance* in effect at the time of the loss, subject to a maximum of \$100,000.

**Amount of Higher Education Benefit:** \$3,000

**Change Date:** For changes in class or pay, the Change Date will be the date of the change.

### **Survivor Financial Counseling Service**

You or your *beneficiary* may be eligible for a survivor financial counseling service through a third-party vendor if, at the time of the claim, we have a contract in effect with a financial counseling provider, and if:

- your *beneficiary* is eligible for a *life insurance* benefit of at least \$50,000; or
- you apply and qualify for an accelerated benefit of at least \$50,000.

## NON-INSURANCE BENEFITS AND SERVICES

You are eligible for benefits and services provided by third-party vendors as described below. A third-party vendor is an entity with whom we contract to provide non-insurance benefits and services.

### **Will Preparation Services**

As a *covered person*, you are entitled to will preparation services as an included benefit. The included benefit is provided through a third-party vendor and is not an insured benefit provided by us. The included benefit is available to you and your dependent(s) as defined by the third-party vendor. You must remain insured under this *policy* in order to qualify for the included benefit.

The included benefit may not be available if prohibited by law. The third-party vendor providing the service is solely responsible for providing and administering the included benefit. We are not liable for the third-party vendor's failure to provide or its negligence in providing the included benefit. The included benefit is only available while we have a contract in effect with a third-party vendor to provide the included benefit.

## TABLE OF CONTENTS

GENERAL DEFINITIONS .....	3
DEFINITIONS FOR LIFE INSURANCE .....	4
ELIGIBILITY AND TERMINATION PROVISIONS FOR YOU .....	6
Exception to Effective Date .....	6
When Your Insurance Ends.....	6
CONTINUITY OF COVERAGE.....	7
Definitions .....	7
Continuity of Coverage for You .....	7
Prior Plan Credit for Life Insurance .....	7
LIFE INSURANCE FOR YOU.....	9
Insurance Provided.....	9
Changes in Amounts of Insurance .....	9
Proof of Good Health.....	9
DISABILITY BENEFIT .....	9
Amount.....	9
Proof of Disability .....	9
Maximum Benefit Period.....	9
Extension of Benefits .....	10
Exclusions.....	10
Conversion to an Individual Policy .....	10
ACCELERATED BENEFIT .....	11
Amount of Accelerated Benefit .....	11
Proof Required for the Accelerated Benefit .....	12
Effect of Accelerated Benefit .....	12
Exclusions.....	12
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU .....	13
Accidental Death Insurance Provided .....	13
Accidental Dismemberment Insurance Provided .....	13
Limitation .....	13
Exclusions.....	13
AUTOMOBILE ACCIDENT BENEFIT .....	15
Automobile Accident Benefit Provided.....	15
Definitions .....	15
Limitation.....	15
Exclusions.....	15
HIGHER EDUCATION BENEFIT .....	16
Higher Education Benefit Provided.....	16
Definitions .....	16
ADDITIONAL PROVISIONS FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE .....	17
Optional Payment Methods .....	17
Beneficiary.....	17
Assignment.....	17
Incontestability.....	18
Spendthrift .....	18
CLAIM PROVISIONS.....	19
Payment of Benefits .....	19
To Whom Payable .....	19
Filing a Life Disability Benefit Claim .....	19
Authority.....	19
Review Procedure .....	19
CLAIM PROVISIONS FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE ONLY .....	20
Filing a Claim.....	20
Physical Exam .....	20

**TABLE OF CONTENTS (continued)**

Limit on Legal Action ..... 20  
Incontestability ..... 20  
GENERAL PROVISIONS ..... 21  
Entire Contract ..... 21  
Errors ..... 21  
Misstatements ..... 21  
Certificates ..... 21  
Workers' Compensation ..... 21  
Agency ..... 21  
Fraud ..... 21



## GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns "we", "us", "our", "you", and "your" are not *italicized*.

*Active work* means the expenditure of time and energy for the *participating employer* or an *associated company* at your usual place of business on a *full-time* basis.

*Associated company* means any company shown in the *policy* which is owned by or affiliated with the *policyholder* or a *participating employer*.

*Contributory* means you pay part of the premium.

*Covered person* means an eligible employee or member of a *participating employer* or an *associated company* who has become insured for a coverage.

*Doctor* means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. Also, a person whom we are required to recognize as a *doctor* by the laws or regulations of the governing jurisdiction, or a person who is legally licensed to practice psychiatry, psychology or psychotherapy and whose primary work activities involve the care of patients, is a *doctor*. However, neither you nor a *family member* will be considered a *doctor*.

*Eligible class* means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

*Family member* means a person who is a parent, spouse, child, sibling, domestic partner, grandparent or grandchild of the *covered person*.

*Full-time* means working at least 6 hours per week, unless indicated otherwise in the *policy*.

*Home office* means our office in Kansas City, Missouri.

*Injury* means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane or insane.

*No-fault motor vehicle coverage* means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

*Noncontributory* means the *participating employer* pays the premium.

*Participating employer* means an employer who has met all the eligibility requirements.

*Policy* means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

*Policyholder* means the entity to whom the *policy* is issued.

*Proof of good health* means evidence acceptable to us of the good health of a person.

*This trust* means the Pennsylvania School Boards Association Insurance Trust.

We, us, and our mean Union Security Insurance Company.

You and your mean an eligible employee or member of the *participating employer* or an *associated company* who has become insured for a coverage.

## DEFINITIONS FOR LIFE INSURANCE

*Accelerated benefit* means the group term life accelerated benefit under the *policy* issued by us to the *policyholder*. *Accelerated benefits* do not apply to any insurance under the *policy* other than group term life insurance.

*Accidental death and dismemberment insurance* means the group accidental death and dismemberment insurance under the *policy* issued by us to the *policyholder*.

*Beneficiary* means the person or entity you choose to receive your amount of insurance at your death.

*Conversion policy* means a policy of individual life insurance which may be issued to you by us when part or all of your group *life insurance* ends, as described in the "Conversion to an Individual Policy" provision.

*Disabled* and *disability* mean that you are under the *regular care and attendance* of a *doctor*, and prevented by *injury* or physical or mental disease from performing the material duties of any occupation for which your education, training, or experience qualifies you.

*Government plan* means the United States Social Security Act, the Railroad Retirement Act, the Canadian Pension Plan, similar plans provided under the laws of other nations, and any plan provided under the laws of a state, province, or other political subdivision. It also includes any public employee retirement plan or any teachers' employment retirement plan, or any plan provided as an alternative to any of the above acts or plans. It does not include any Workers' Compensation Act or similar law, or the Maritime Doctrine of Maintenance, Wages, or Cure.

*Life insurance* means the group term life insurance under the *policy* issued by us to the *policyholder*.

*Period of disability* means the time that begins on the day you become *disabled* and ends on the day before you return to *active work*. If you satisfy the *qualifying period* and then:

- return to *active work*;
- become *disabled* again; and
- remain insured under the *policy*;

the same *period of disability* may continue. Your return to *active work* must be for less than:

- 6 months, if the later *disability* results from the same cause, or a related one; or
- 1 day, if the later *disability* results from a different cause.

If you return to *active work* for more than the time shown above, and then become *disabled* again, you will start a new *period of disability*. You must satisfy the *qualifying period* again and the period outlined in the Maximum Benefit Period provision will start over.

Any day which is not a scheduled working day for a *covered person* will be considered a day of *active work* if the person would have been able to perform his or her normal duties on that day.

*Qualifying medical condition* means you have a medical condition which is diagnosed by a *doctor* as life-threatening and which results in an expected life span of 12 months or less according to prevailing medical standards.

*Qualifying period* means the length of time you must be *disabled* before your insurance will be continued without further premium payment under the Disability Benefit. This time period is your Qualifying Period

## DEFINITIONS FOR LIFE INSURANCE (continued)

stated in any long term disability insurance policy issued by us to the *policyholder* or employer under which you are insured, or if none, 6 months.

*Regular care and attendance* means the regular and personal care of a *doctor* which, under prevailing medical standards, is appropriate for your condition. We will no longer require the regular care of a *doctor* if we receive acceptable proof that further care would be of no benefit.

*Retire* means you begin receiving retirement benefits from either:

- a *retirement plan* sponsored by your employer, the *policyholder*, or an *associated company*, or
- a *government plan*.

*Retirement plan* means a formal or informal retirement plan, whether or not under an insurance or annuity contract.

## ELIGIBILITY AND TERMINATION PROVISIONS FOR YOU

### Exception to Effective Date

If you are not at *active work* on the day you would otherwise become insured, your insurance will not take effect until you return to *active work*. If the day your insurance would normally take effect is not a regular work day for you, your insurance will take effect on that day if you are able to do your regular job.

### When Your Insurance Ends

Your insurance will end on the date:

- the *policy* or *participating employer's* application ends;
- the *policy* or *participating employer's* application is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*;
- you stop *active work*; however, if you renew your contract with the *participating employer* for the next school year, the *participating employer* may consider insurance to continue even though you stop *active work* during the summer recess;
- a required contribution was not paid; or
- your employer is no longer a *participating employer*.

## CONTINUITY OF COVERAGE

### Definitions

*Prior plan* means the *participating employer's* plan of group *life insurance*, if any, (including any *accidental death and dismemberment insurance*) under which you were insured on the day before the Effective Date of the *participating employer's* application.

*Prior plan benefits* mean the benefits, if any, that would have been paid to you or your *beneficiary* under the *prior plan* had it remained in effect, and had you continued to be insured under the *prior plan*.

### Continuity of Coverage for You

We will provide continuity of coverage if you were covered under the *prior plan*.

If you are not at *active work* on the Effective Date of the *participating employer's* application due to a disability, you are not eligible to become insured under the *policy*. However, we will cover you for the *prior plan benefits* until the earlier of:

- the date you return to *active work*; or
- the end of any period of continuance or extension of the *prior plan*.

If you are not at *active work* on the Effective Date of the *participating employer's* application due to a reason other than a disability, and would otherwise be eligible to become insured under the *policy*, we will cover you for the *prior plan benefits* until the earliest of:

- the date you return to *active work*;
- the end of any period of continuance of the *prior plan*; or
- the date coverage would otherwise end, according to the provisions of the *policy*.

Any benefits payable under the conditions described above will be paid by us:

- as if the *prior plan* had remained in effect; and
- will be reduced by any benefits paid or payable by the *prior plan*.

If you are at *active work* on the Effective Date of the *participating employer's* application, you will be insured under the *policy*.

### Prior Plan Credit for Life Insurance

We will give you credit for time periods which were met under the *prior plan* for the same provision(s). This credit will apply to the time-insured requirement, if any, shown in the following section(s) of the Life Insurance for You provision in the *policy*:

- Insurance Provided. However, for any *contributory* insurance, this credit will not apply to any increase in your amount of insurance under the *policy*.
- Accelerated Benefit, but only if you had a similar Accelerated Benefit under the *prior plan*.
- Conversion to an Individual Policy.

**CONTINUITY OF COVERAGE (continued)**

If we accept a copy of the enrollment card you submitted under the *prior plan*, this credit will also apply to the Incontestability section(s) shown in Additional Provisions for Life Insurance and Accidental Death and Dismemberment Insurance and the Claims Provisions for Accidental Death and Dismemberment Insurance Only.

## LIFE INSURANCE FOR YOU

### Insurance Provided

We will pay your *beneficiary* the amount of insurance shown in the Schedule when we receive all the required proof of covered loss, including written proof of your death, acceptable to us, and a completed claim form. Your amount of insurance may be reduced by the amount of any *conversion policy*.

For any *contributory* insurance, if you take your own life within 1 year after you become insured under the *policy*, the amount of insurance we pay will be the sum of your contributions for this insurance.

For any *contributory* insurance, if you take your own life within 1 year after you elect an increase in your amount of insurance under the *policy*, the amount of the increase will be limited to the sum of your contributions for the increase.

### Changes in Amounts of Insurance

If your amount of insurance changes for any reason, the change will take place on the Change Date shown in the Schedule. But in the case of an increase, if you are not at *active work* on that day, no increase will take effect until you return to *active work*.

### Proof of Good Health

If you are eligible for more than the Maximum Amount Without Proof of Good Health shown in the Schedule, you will be limited to that Maximum until you give us *proof of good health*. If the proof is accepted, the additional amount of insurance will take effect on the date we approve your *proof of good health*. Once insured for more than that Maximum, future increases will also require *proof of good health*.

If both *noncontributory* and *contributory* insurance are provided under the *policy*, your *contributory* amount will be affected by this provision before your *noncontributory* amount.

### DISABILITY BENEFIT

If you stop *active work* before age 65 because you become *disabled* while insured under the *policy* and remain *disabled* for the *qualifying period*, your *life insurance* will continue for the period outlined in the Maximum Benefit Period provision. Once the *qualifying period* is satisfied, no further premium is due for you while you remain *disabled* for the amount of *life insurance* that is being continued.

#### Amount

The amount of insurance continued will be the amount for which you were insured on the day before you became *disabled*. However, it is subject to any reduction in amount contained in the *policy*, on that day, and may be reduced by the amount of any *conversion policy*.

#### Proof of Disability

You must give us proof of your *disability* as stated in the Claim Provisions. You must submit all proof to our *home office* at no expense to us. If you die while *disabled*, we require proof that you were continuously *disabled* until death.

#### Maximum Benefit Period

If you become *disabled* before your 60th birthday, your insurance will continue as long as you are *disabled*, but not past the earlier of age 65, or the date you *retire*. If you become *disabled* on or after your 60th birthday, but before age 65, your insurance may continue for up to 1 year, but not past the earlier of age 65, or the date you *retire*.

## LIFE INSURANCE FOR YOU (continued)

If you are no longer *disabled*, your insurance will end unless you re-enter an *eligible class* and premium payments begin again. If you become *disabled* again during the same *period of disability*, you do not have to satisfy the *qualifying period* again. The maximum benefit period will not start over but will continue on the day you become *disabled* again.

If your amount of insurance reduces or ends while you are *disabled*, you can apply for an individual policy. See the Conversion to an Individual Policy provision.

### Extension of Benefits

Your insurance will continue even if the *policy* ends, if you meet the proof requirements as stated in the Claim Provisions.

### Exclusions

Your insurance will not continue under the Disability Benefit if your *disability* results directly or indirectly from:

- intentionally self-inflicted injury, while sane or insane;
- war or any act of war, whether declared or not;
- service in the armed forces of any country, combination of countries or international organization at war, whether declared or not; or
- taking part in a riot or insurrection.

Your insurance will not continue if your *disability* starts:

- after you are no longer in an *eligible class*;
- after the *policy* or participation agreement ends;
- during the time allowed for conversion to an individual policy; or
- after the *participating employer* ends participation under *this trust*.

If you have converted to an individual policy after part or all of your group *life insurance* ended, no group insurance for the amount that ended will be paid unless the individual policy is returned without claim. Then we will refund all premiums paid for the individual policy, less any payments we made.

### Conversion to an Individual Policy

If any or all of your group *life insurance* ends, you can apply for any individual policy offered by us (*conversion policy*). You must apply and pay the premium within 31 days. The individual policy may be any we offer for conversion, except term insurance. No *proof of good health* is required. The amount of insurance available to you depends on the reason your insurance ends.

If your insurance ends because you are no longer eligible or because of a change in age or other status, you may convert the full amount that ended. However, if your insurance ends as the result of a change in the *policy*, you may not convert the full amount that ended.



## LIFE INSURANCE FOR YOU (continued)

If the *policy* or *participating employer's* application ends or is changed to reduce or end your *life insurance*, or if the *participating employer* ends participation under *this trust*, and if you have been insured for at least 5 years under the *policy*, you may convert up to the lesser of:

- \$10,000, and
- the amount of *life insurance* that ended minus the amount of any group life insurance for which you become eligible within 31 days.

If you die within 31 days after your *life insurance* ends, we will pay to your *beneficiary* the amount you could have converted, whether or not you applied or paid the premium.

You cannot apply for a *conversion policy* if your group *life insurance* ended because you did not pay your share of the premium.

### ACCELERATED BENEFIT

**If you choose to receive an *accelerated benefit*, the death benefit payable to your *beneficiary* will be reduced.**

RECEIPT OF AN ACCELERATED BENEFIT MAY AFFECT ELIGIBILITY FOR A STATE OR FEDERAL PROGRAM, SUCH AS MEDICAID, AND BENEFITS MAY BE TAXABLE. A TAX ADVISOR SHOULD BE CONSULTED.

If, while you are a *covered person*, you have a *qualifying medical condition*, you have the right to receive a portion of your *life insurance* during your lifetime, payable as an *accelerated benefit*. You must have at least \$10,000 of *life insurance* in force to be eligible to receive an *accelerated benefit*.

We are not responsible for any effect on your state or federal taxes, or loss of eligibility for any state or federal program.

Unless otherwise indicated, all provisions of the *policy* shall apply to the *accelerated benefit*.

### Amount of Accelerated Benefit

You may receive an *accelerated benefit* of your *life insurance*, as shown in the Schedule.

If the amount of your *life insurance* is scheduled to reduce due to age within 12 months following the date you apply for the *accelerated benefit*, your *accelerated benefit* will be based on the reduced amount.

An *accelerated benefit* may be paid only once during your lifetime. You may choose to receive an *accelerated benefit* in a single sum to you, or in one of the optional payment methods currently available at the time of your election. If you are not living when benefits are payable, no *accelerated benefit* will be paid.

Once an *accelerated benefit* is paid to you, we will notify you of the remaining *life insurance* in force.

## LIFE INSURANCE FOR YOU (continued)

### Proof Required for the Accelerated Benefit

You must submit a claim form and any other information we find necessary to decide our liability.

We may ask you to be examined in connection with your claim for an *accelerated benefit*. We will pay for any exam we require.

### Effect of Accelerated Benefit

After an *accelerated benefit* is paid, premium is due only for the remaining *life insurance*, unless the premium is waived under the Disability Benefit provision. The *life insurance* payable at your death to your *beneficiary* equals:

- the amount of your *life insurance* as if an *accelerated benefit* payment has not been made, minus
- the *accelerated benefit* payment, minus
- the *interest charge*.

The *interest charge* equals the *accelerated benefit* amount times the number of days from the *accelerated benefit* payment to your date of death, times an annual interest rate divided by 365. The annual interest rate is the current yield on 90-day treasury bills that is in effect on the first day of each quarter.

Your amount of dependent *life insurance*, *accidental death and dismemberment insurance*, *travel accident insurance*, dependent *accidental death and dismemberment insurance* and survivor income insurance, if any, is not affected by the payment of the *accelerated benefit*. The amount of any *conversion policy* will be based on your reduced amount of *life insurance* after the payment of the *accelerated benefit*.

### Exclusions

An *accelerated benefit* will not be paid if:

- you have assigned all or part of your *life insurance*, unless the assignee consents, in writing.
- you have named an irrevocable *beneficiary* for all or part of your *life insurance*, unless the *beneficiary* consents, in writing.
- all or a part of your *life insurance* is payable to a former spouse as part of a divorce decree or property settlement.
- you have previously received an *accelerated benefit* of your *life insurance*.
- your *life insurance* is less than \$10,000.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU

### Accidental Death Insurance Provided

If you die as the direct result of an *injury*, we will pay your *beneficiary* the amount of Accidental Death and Dismemberment Insurance shown in the Schedule.

### Accidental Dismemberment Insurance Provided

If you suffer one or more of the following losses as the direct result of an *injury*, we will pay the benefit shown:

<u>Covered Loss</u>	<u>Benefit</u>
1 limb or the sight of 1 eye	½ the amount of Accidental Death and Dismemberment Insurance
Any 2 or more of the above	The full amount of Accidental Death and Dismemberment Insurance

Loss of a limb means permanent loss of use of a limb. Loss of sight of the eye means total and permanent loss of sight.

The loss must occur within 365 days after the *injury*.

### Limitation

We will not pay more than the amount of Accidental Death and Dismemberment Insurance shown in the Schedule for any 1 accident. We will pay benefits only for an *injury* occurring while you are covered under the *policy*.

Any time your *life insurance* is continued under the Disability Benefit, your *accidental death and dismemberment insurance* will also continue, for up to 1 year from the date you became *disabled*. No premium is due when no premium is due for *life insurance*.

You cannot convert your *accidental death and dismemberment insurance* to an individual policy.

### Exclusions

We will not pay benefits if the loss results directly or indirectly from:

- war or any act of war, whether declared or not;
- taking part in a riot or insurrection;
- service in the armed forces of any country, combination of countries, or international organization at war, whether declared or not;
- any physical disease, or directly from any mental disease;
- any infection, except a pyogenic infection that results directly from an accidental bodily *injury*;

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

- a felony you commit or attempt to commit;
- suicide or attempted suicide, while sane or insane;
- intentionally self-inflicted injury, while sane or insane;
- your being under the influence of any narcotic, unless prescribed by a *doctor*; or
- your intoxication; this includes but is not limited to operating a motor vehicle while you are intoxicated.

"Intoxication" and "intoxicated" mean your blood alcohol level at death or dismemberment exceeds the legal limit for operating a motor vehicle as defined by Pennsylvania law.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

### AUTOMOBILE ACCIDENT BENEFIT

#### Automobile Accident Benefit Provided

If you die as the direct result of an automobile accident *injury* while you are properly wearing an unaltered seat belt installed by the automobile's manufacturer, we will pay your *beneficiary* the amount of the Automobile Accident Benefit, which is shown in the Schedule.

#### Definitions

"Automobile" means a four-wheel car of the private passenger type including pick-up trucks and vans with a load capacity of one ton or less. This does not include automobiles used for any business or occupation if the *injury* would be covered by any Workers' Compensation Act (or similar law).

"Automobile accident" means an accident that occurs when you are driving or riding in an automobile.

#### Limitation

We will pay an Automobile Accident Benefit only for an automobile accident *injury* occurring while you are covered under the *policy*.

#### Exclusions

We will not pay benefits if the automobile accident:

- occurs when the automobile is being used for racing, stunting, exhibition work, sport, or test driving;
- occurs when you are breaking any traffic laws of the jurisdiction in which the automobile is being operated; or
- occurs when you are not properly wearing an unaltered seat belt installed by the automobile's manufacturer.

The Exclusions listed under the Accidental Death and Dismemberment Insurance Coverage for You will also apply to the Automobile Accident Benefit.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

### HIGHER EDUCATION BENEFIT

#### Higher Education Benefit Provided

If you die as the direct result of an *injury*, and an Accidental Death Insurance benefit is payable, we will pay the annual Higher Education Benefit shown in the Schedule to each eligible dependent student.

The Higher Education Benefit will be payable at the beginning of each school year for a maximum of 4 consecutive years if there is an eligible dependent student who continues to be enrolled for each consecutive term.

#### Definitions

"Dependent student" means each of your unmarried children who is less than 25 years of age and who (i) is already enrolled on a full-time basis in an accredited school at your death or (ii) enrolls on a full-time basis in an accredited school within one year of your death.

"Accredited school" means a state accredited institution of higher learning, including but not limited to a college, university, trade school or vocational school.

"Children" include any biological or adopted children, stepchildren and foster children, each of whom must depend on you for support and maintenance. A child will be considered adopted on the date of placement in your home. "Children" also include any children for whom you are the legal guardian, who reside with you on a permanent basis and depend on you for support and maintenance.

The term "full-time basis" means full-time as defined by the accredited school.

## ADDITIONAL PROVISIONS FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### Optional Payment Methods

You or your *beneficiary* may choose to have all or part of your insurance paid in installments. You can request this at any time. Your *beneficiary* may request this within 31 days after your death.

This option is not available if the *beneficiary* is an estate, corporation, partnership, association, or trustee.

### Beneficiary

You may change the *beneficiary* at any time. Any request to name or change the *beneficiary* must be in writing on a form acceptable to us and signed by you. After we receive the request at our *home office*, the change will take effect on the date you signed it. A *beneficiary* change will be without prejudice to us for any payment we made before we received notice in our *home office*.

You may also send a request to change the *beneficiary* to the main office of the *participating employer* or the administrator. The change must be made in a manner acceptable to us.

Any application to convert all your group *life insurance* which names a *beneficiary* different from the last *beneficiary* you named under the *policy* will be considered a change of *beneficiary* to the person named in the application. The change will take effect on the date of the application.

If you named more than 1 *beneficiary*, your amount of insurance will be divided among them equally, unless you specified otherwise.

If a *beneficiary* dies before you do, the rights and interest of that *beneficiary* will end.

If no *beneficiary* is living or existing when you die, or if none was named, or if the *beneficiary* is disqualified by operation of law, your insurance will be paid to the first qualified surviving class of the following classes in this order:

- your lawful spouse;
- your living children, in equal shares;
- your living parents, in equal shares; or
- your estate.

### Assignment

If you assign your interest under the *policy* to another person, all your rights under the *policy* are permanently transferred. This includes the right to name and change the *beneficiary* and the right to convert to an individual policy. You may assign your insurance to only 1 of the following:

- your lawful spouse;
- your child, parent, brother, or sister; or
- the trustee of a trust you set up for the benefit of your lawful spouse, children, parents, brothers, or sisters.

We are not responsible for the validity of any assignment. An assignment will not affect us until we receive written notice at our *home office*.

**ADDITIONAL PROVISIONS FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND  
DISMEMBERMENT INSURANCE (continued)**

**Incontestability**

(This provision applies to *life insurance* only.)

The validity of the *policy* cannot be contested, except for non-payment of premiums, after it has been in force for 2 years. The validity of your coverage under the *policy* cannot be contested, except for non-payment of premiums, after you have been insured under the *policy* for 2 years during your lifetime.

No statement you made, including one regarding *proof of good health*, can be used in a legal dispute unless it was in writing, it was signed by you, and a copy was given to you or your *beneficiary*.

**Spendthrift**

As permitted by law, the benefits under the *policy* are not subject to commutation, encumbrance or alienation. They are not subject to the claim of, or legal process by, any creditor of you or your *beneficiary*.



## CLAIM PROVISIONS

### Payment of Benefits

We will pay benefits when we receive all the required proof of covered loss.

### To Whom Payable

We will pay your *life insurance* and accidental death benefits according to the Beneficiary provision. For any other benefits we will follow the provisions applicable to such benefits, if any. Otherwise, all other benefits will be paid to you, if you are living. If not, we will pay your estate.

If no *beneficiary* is living at your death, we may pay part of your life insurance to any person we decide is entitled to it because of expenses incurred during your last illness or for your funeral.

Any amount we pay in good faith releases us from further liability for that amount.

### Filing a Life Disability Benefit Claim

Within 30 days of the start of your *disability*, you should give us proof that you are currently *disabled* and have been continuously *disabled* since your last day of *active work*. Proof must be given within 90 days after the end of your *qualifying period*. If it is not reasonably possible to give proof on time, it must be given no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity.

Continuing proof of *disability* must be given as often as we may reasonably require. Continuing proof must be given within 60 days of our request.

You must furnish whatever items we decide are necessary as proof of *disability*. You must agree to be examined by a *doctor* we choose, as often as needed to decide the existence or extent of *disability*. We will pay for any exam we require. If, within a reasonable time, you do not furnish any required items or do not have any required exam, your coverage will end.

### Authority

The *policyholder* delegates to us and agrees that we have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the *policy*. All determinations and interpretations made by us are conclusive and binding on all parties.

### Review Procedure

You must request, in writing, a review of a denial of your claim within 60 days (180 days for Life Disability Benefit) after you receive notice of denial.

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits.

We will review your claim after receiving your request and send you a notice of our decision within 60 days (45 days for Life Disability Benefit) after we receive your request, or within 120 days (90 days for Life Disability Benefit) if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the *policy*. We will also advise you of your further appeal rights, if any.

## CLAIM PROVISIONS FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE ONLY

### Filing a Claim

1. You or your *beneficiary* must send us notice of the claim. We must have written notice of any insured loss within 30 days after it occurs, or as soon as reasonably possible. You can send the notice to our *home office*, or to one of our regional group claims offices, or to one of our agents. We need enough information to identify you as a *covered person*.
2. Within 15 days after the date of the notice, we will send you or your *beneficiary* certain claim forms. The forms must be completed and sent to our *home office* or to one of our regional group claims offices. If you or your *beneficiary* do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.
3. The time limit for filing a claim is 90 days after the date of the loss.
4. If it is not reasonably possible to give proof on time, we will not deny or reduce your claim if you give us proof as soon as reasonably possible.

### Physical Exam

We may ask you to be examined as often as we require at any time we choose. For an accidental death claim, we may have an exam or autopsy performed, before or after burial, where allowed by law. We will pay for any exam we require.

### Limit on Legal Action

No action at law or in equity may be brought against the *policy* until at least 60 days after you file proof of loss. No action can be brought after the applicable statute of limitations has expired, but, in any case, not after 3 years from the date of loss.

### Incontestability

The validity of the *policy* cannot be contested after it has been in force for 2 years, except if premiums are not paid.

Any statement made by the *policyholder* or a *covered person* will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the *covered person* or the *beneficiary*.

No statement, except fraudulent misstatement, made by a *covered person* about insurability will be used to deny a claim for a loss incurred or *disability* starting after coverage has been in effect for 2 years.

No claim for loss starting 2 or more years after the *covered person's* effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

## GENERAL PROVISIONS

### Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you, the *participating employer*, or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you or your *beneficiary*.

### Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

### Misstatements

If any information about you or the *policyholder's* plan is misstated or altered after the application is submitted, including information with respect to participation or who pays the premium and under what circumstances, the facts will determine whether insurance is in effect and in what amount. We will retroactively adjust the premium.

### Certificates

We will send certificates to the *participating employer* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

### Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

### Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

### Fraud

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the *policy* and recovery of any amounts we have paid.





**ASSURANT**

Employee  
Benefits

2323 Grand Boulevard  
Kansas City, MO 64108

Policy 16555  
Participant 406  
Booklet 2  
8/24/2015