

**Group:** SHAKER HEIGHTS CITY  
SCHOOL DISTRICT  
**Division:** 000  
**Class:** 6

## **Group Life Insurance**

GC-TL1

## **Introduction**

This Certificate is issued according to the terms of the Group Policy but is not a part of the Group Policy. It describes the insurance provided to you, the Certificateholder, under the Group Policy, which is an agreement between Anthem Life Insurance Company (called we, our, us) and the Policyholder. In the event of a difference between this Certificate and the Group Policy, the terms of the Group Policy will prevail.

The Policyholder's name appears on the Certificate cover. The policyholder pays the premium for the insurance. (The Policyholder may require you to contribute toward the premium for your coverage.)

Subject to the payment of premiums, all persons who have:

- satisfied the eligibility conditions
- applied for coverage; and
- been approved by us,

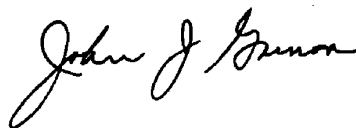
are covered by the Group Policy.

All periods of time under this Certificate will begin and end at 12:00 midnight at the beginning of the day at the Group's address.

None of our agents or employees can legally change this Certificate or waive any of its provisions. Any change must be approved by one of our executive officers in a rider, endorsement, or amendment.

This Certificate replaces any Certificate previously issued to you under the Group Policy.

**ANTHEM LIFE INSURANCE COMPANY**  
**Main Administrative Office: P.O. Box 182361**  
**Columbus, Ohio 43218-2361**



John J. Gainor, President

# TABLE OF CONTENTS

|  |    |
|--|----|
| <b>Introduction</b> .....                                | 1  |
| <b>Schedule of Benefits</b> .....                        | 3  |
| <b>How and When Coverage Starts</b> .....                | 5  |
| Eligibility .....  | 5  |
| Application .....  | 5  |
| When Coverage Starts .....                               | 5  |
| <b>Group Coverage Provisions</b> .....                   | 6  |
| Group Term Life Insurance .....                          | 6  |
| Living Benefit .....                                     | 6  |
| Waiver of Premium for Group Term Life Insurance .....    | 8  |
| Group Accidental Death and Dismemberment Insurance ..... | 10 |
| <b>How and When Coverage Stops</b> .....                 | 14 |
| Termination of Coverage .....                            | 14 |
| Continuation of Coverage .....                           | 14 |
| Conversion Privilege .....                               | 14 |
| <b>General Provisions</b> .....                          | 16 |
| Claims .....   | 16 |
| Beneficiary .....  | 18 |
| Misstatements .....                                      | 19 |
| <b>Definitions</b> .....                                 | 20 |

## **Schedule of Benefits**

This schedule is a part of the Certificate. It provides limited information about coverage. Read the Certificate carefully for further information.

**Class Description: 6**                      Paraprofessionals

### **Group Term Life Insurance**

**Amount:**                                      \$50,000

Benefits terminate at retirement.

### **Waiver of Premium for Group Term Life Insurance**

Total Disability must begin before age 60.

Waiting period:                                6 months

Waiver of Premium will end when the Certificateholder reaches age 70.

Refer to the “Waiver of Premium for Group Term Life Insurance” section for other reasons Waiver of Premium may end.

## **Group Accidental Death and Dismemberment Insurance**

**Principal Sum:** Equal to the amount of Group Term Life Insurance in force.

Coverage is 24-hour.

### **Continuation of Coverage**

Coverage may be continued beyond the date it would otherwise end up to the time period(s) shown below. All continued coverage is subject to the provisions stated in the section entitled "How and When Coverage Stops."

- If the Certificateholder is no longer Actively-at-Work due to temporary layoff or leave of absence, Group Life Insurance and Accidental Death and Dismemberment Insurance may be continued to the end of the policy month in which the layoff or leave of absence begins.
- If the Certificateholder is no longer Actively-at-Work due to a medical leave of absence, Group Life Insurance and Accidental Death and Dismemberment Insurance may be continued for up to 12 consecutive months at a maximum benefit amount of \$5000. The Certificateholder may pay the difference in premium to retain the full benefit amount. An extension for month(s) 13 (up to and including) 24 is allowed if the Certificateholder pays the full premium amount by or through the Group.
- If the Certificateholder is no longer Actively-at-Work due to a Board-Approved Sabbatical, Group Life Insurance and Accidental Death and Dismemberment Insurance may be continued for up to 12 consecutive months.
- If the Certificateholder is no longer Actively-at-Work due to a general leave of absence, Group Life Insurance and Accidental Death and Dismemberment Insurance may be continued for up to 24 consecutive months if the Certificateholder pays the full premium amount by or through the Group.
- If the Certificateholder is no longer Actively-at-Work due to leave of absence but is not qualified for Board-paid benefits (less than 3 years employment) the Certificateholder may pay the full premium amount, by or through the Group, for all coverage during the first 12 months with no reduction in benefit.
- If the Certificateholder is no longer Actively-at-Work due to disability, and the Certificateholder has exhausted all of his/her paid sick leave, all coverage may be continued for up to 24 consecutive months, subject to payment of premium by or through the Group.

## **How and When Coverage Starts**

### **Eligibility**

Eligibility under the Group Policy is limited to Eligible Persons. Eligible Person is defined in the “Definitions” section.

### **Application**

To enroll for coverage, an application must be submitted to us.

If the application is received more than 31 days after an Eligible Person becomes eligible, the Eligible Person will not be enrolled until the Eligible Person provides Evidence of Insurability which is satisfactory to us.

### **When Coverage Starts**

Coverage starts on the Effective Date.

Generally, a change in amount of insurance for an Eligible Person will become effective on the first day of the period for which premium is paid following the date of the event causing the change.

### **Delayed Effective Date**

Coverage may be delayed beyond the date it would otherwise start if:

- Evidence of Insurability is required. In this event, the Effective Date will be determined in accordance with our underwriting rules and regulations; or
- an Eligible Person is not Actively-at-Work on the day preceding the day coverage, including an increase in an amount of insurance, would otherwise become effective. In this event, coverage for the Eligible Person will become effective on the day the eligible Person returns to Active Work.

## **Group Coverage Provisions**

### **Group Term Life Insurance**

In the event of the Certificateholder's death while insured for this Group Term Life Insurance, we will pay to the Beneficiary the Group Term Life Insurance amount stated in the **Schedule of Benefits**.

We will pay the benefit after we receive notice and proof of death.

The benefit will be paid in one sum unless, prior to payment, an alternate settlement option is requested by the Certificateholder or the Beneficiary. A description of settlement options is available on request. Refer to the "General Provisions" section for Beneficiary information.

### **Living Benefit**

If the Certificateholder is diagnosed as terminally ill as defined in these provisions, the Certificateholder may elect to receive an accelerated payment of a portion of the Group Term Life Insurance benefit. This accelerated payment is called the Living Benefit. The Living Benefit is equal to 50% of the employee's Group Term Life Insurance amount, subject to a maximum of \$100,000.

The benefit will be calculated as of the date we receive the Certificateholder's election. Any Group Term Life Insurance for dependents is not included in the calculation. The Living Benefit will be paid in one sum.

After the Living Benefit is paid, the Certificateholder's Group Term Life Insurance amount which remains in force will be equal to the amount which would otherwise apply, reduced by the Living Benefit payment. The maximum amount of Group Term Life Insurance that may be converted according to the Conversion Privilege will be reduced to the amount remaining in force following the Living Benefit payment.

The Certificateholder's Group Accidental Death and Dismemberment Insurance, if any, will not be affected by payment of the Living Benefit.

Payment of the Living Benefit discharges us of all liability under the Group Policy and Certificate to the extent of the payment.

## **Disclosure**

**The Living Benefit may be taxable. As with all tax matters, the Certificateholder should consult a personal tax advisor to determine tax consequences prior to making an election.**

**This Living Benefit MAY affect the Certificateholder's ability to receive certain government benefits or entitlements, such as Medicaid, because the Living Benefit MAY be considered an asset in determining eligibility. Because this Living Benefit is a part of this Certificate, the Certificateholder may be required to receive and spend all of the available funds from the Certificate prior to becoming eligible for government assistance programs.**

**The Certificateholder's Group Term Life Insurance death benefit will be reduced if the Living Benefit is paid.**

## **Conditions**

The Living Benefit election must be made in writing on a form which satisfies us. To qualify for this benefit, the Certificateholder must provide evidence satisfactory to us that he/she is terminally ill. This means that the Certificateholder's life expectancy is twelve (12) months or less. The evidence must include a certification by a licensed physician. We may require, at our expense, an additional examination by a physician that we choose. Final determination of eligibility will be made by us.

In addition, payment of the Living Benefit is subject to the following conditions:

- The Group Policy, and the Certificateholder's Group Term Life Insurance under the Group Policy, must be in force on the date we receive the election;
- In the event the Group Policy ends before we pay the Living Benefit, we will reduce the Living Benefit by any amount of Group Term Life Insurance for which the Certificateholder is covered under a new group policy;
- In the event the Certificateholder dies after electing the Living Benefit but before we pay the benefit, we will pay the Group Term Life Insurance benefit as if the election had not been made, provided we receive notice of death before we pay the Living Benefit;
- Any irrevocable Beneficiary must agree in writing to the Living Benefit election on a form that satisfies us;
- In community property states we may require the spouse's written consent before the Living Benefit is paid;
- If the Living Benefit election is forced by creditors, or government agencies, we will honor it only to the extent required by law; and
- A Certificateholder may receive the Living Benefit only once.



## Exceptions

We will not pay the Living Benefit if:

- the Certificateholder has assigned his/her Group Term Life Insurance benefit;
- all or a portion of the Certificateholder's Group Term Life Insurance is to be paid to a former spouse as a part of a divorce or dissolution agreement; or
- the terminal illness is due to an intentionally self-inflicted injury or suicide attempt.

## Waiver of Premium For Group Term Life Insurance

If the Certificateholder becomes Totally Disabled, only Group Term Life Insurance may be continued with no further premium payment. In order for insurance to be continued with waiver of premium we must receive proof satisfactory to us that the Certificateholder is Totally Disabled. In addition, the Total Disability must:

- begin while:
  - the Certificateholder is employed by the Group;
  - the Certificateholder is insured for Group Term Life Insurance; and
  - the Group Policy, and the Group's coverage under the Group Policy, is in force.
- begin before the Certificateholder reaches the age stated in the **Schedule of Benefits**;
- be continuous from the date of Total Disability to the end of the waiver of premium waiting period stated in the **Schedule of Benefits**, during which all required premiums must be paid; and
- not be due to an intentionally self-inflicted injury.

Total Disability or Totally Disabled means a condition which, as certified by a physician:

- is due to an illness or injury; and
- prevents the Certificateholder from performing the material and substantial duties of any occupation for wage or profit.

Subject to all conditions stated above, waiver of premium will begin immediately following the end of the waiver of premium waiting period.

Proof of Total Disability must be provided to us within one year after the Total Disability begins to assure this insurance is continued. If death occurs before we receive proof of Total Disability, we will pay the Group Term Life Insurance benefit if:

- death occurs within the one-year period; and
- we receive proof that Total Disability was continuous from the date of Total Disability to the date of death.

Proof of continued Total Disability must be provided when requested. We have the right to have the Certificateholder examined at our expense whenever reasonably necessary, but no more than once a year after two years of Total Disability.

The continued Group Term Life Insurance will be subject to any benefit reductions stated in the **Schedule of Benefits** for Group Term Life Insurance.

Continuance of Group Term Life Insurance with waiver of premium will end on the first of the following to occur:

- the date Total Disability ends;
- the date proof of Total Disability is not provided when required;
- the date the Certificateholder refuses to be examined when required;
- any age stated in the **Schedule of Benefits** for termination of waiver of premium.

Termination of the Group Policy, or the Group's coverage under the Group Policy, will not affect any continuance of Group Term Life Insurance with waiver of premium for which the Certificateholder qualified before the Group Policy ended, or the Group's coverage under the Group Policy ended.

If the Certificateholder returns to work and is an Eligible Person on the date waiver of premium ends, Group Term Life Insurance will be continued subject to payment of the required premium.

If the Certificateholder is not an Eligible Person on the date waiver of premium ends, Group Term Life Insurance will end. Group Term Life Insurance may then be converted to individual life insurance. For further information, refer to the provision entitled "Conversion Privilege."

If the conversion privilege is exercised, and it is later determined that the Certificateholder qualifies for waiver of premium for Group Term Life Insurance, the individual policy may be returned to us with a request for continuance of Group Term Life Insurance with waiver of premium. Under these circumstances, insurance will be continued during the Total Disability according to all conditions stated here. We will refund any premiums paid for the individual policy. We will consider the Beneficiary to be the same as the one in effect under the individual policy, unless otherwise requested.

## Group Accidental Death and Dismemberment Insurance

If a Certificateholder dies or loses a body member within 365 days of an Accident, we will pay the amount for the loss stated in the table below, provided:

- the Accident occurs while the Certificateholder is insured for this Group Accidental Death and Dismemberment Insurance; and
- the loss is a result of the Accident and not any other cause.

An Accident means the unforeseen consequences of a deliberate or involuntary act.

We will pay benefits for any loss, other than life, to the Certificateholder. We will pay the benefit for loss of life to the same Beneficiary who is to receive life insurance benefits. Refer to the “General Provisions” section for Beneficiary information.

| <b>Table of Losses And Benefits</b> |                            |
|-------------------------------------|----------------------------|
| <b>Loss</b>                         | <b>Benefit</b>             |
| Loss of Life                        | Principal Sum              |
| Loss of Two Members                 | Principal Sum              |
| Loss of One Member                  | One-half the Principal Sum |

The principal sum is shown in the **Schedule of Benefits**.

The total amount of benefits for two or more losses resulting from the same Accident will be limited to the principal sum.

In the table, “loss of member” means loss of a hand or foot or loss of an eye. “Loss of a hand or foot” means a hand or foot is separated at or above the wrist or ankle joint. “Loss of an eye” means total and irrecoverable loss of sight in one eye.

### **Seat Belt Benefit**

We will pay an additional benefit if the Certificateholder dies as a result of an automobile Accident. We will pay this additional benefit if, at the time of the Accident, the Certificateholder is:

- driving or is a passenger in any private passenger automobile designed for use on public roads; and
- wearing an original equipped factory installed or manufacturer-authorized and unaltered seat belt or lap and shoulder restraint approved by the National Highway Traffic Safety Administration.

This additional benefit will be equal to \$10,000.

A police report of the Accident will be required to determine whether a properly installed seat belt or lap and shoulder restraint was in use.

### **Air Bag Benefit**

If the Certificateholder dies as a result of an automobile Accident for which the accidental death benefit is payable, we will pay an additional benefit to the Beneficiary if, at the time of the Accident, the Certificateholder is:

- the driver of a private passenger automobile equipped with a single air bag; or
- the driver or front seat passenger in a private passenger automobile equipped with an air bag for the driver seat, an air bag for the front passenger seat and air bags for rear passenger seats; and
- wearing an original equipped factory installed or manufacture-authorized and unaltered seatbelt or lap and shoulder restraint approved by the National Highway Traffic Safety Administration.

This additional Air Bag Benefit will be equal to \$5,000.

We will not pay this Air Bag Benefit if the Certificateholder is the driver of the private passenger automobile and does not hold a current and valid driver's license at the time of the Accident.

### **Education Benefit**

If the Certificateholder dies due to an Accident for which the accidental death benefit is payable, we will pay the additional benefit stated in the table below, provided:

- the Certificateholder is survived by a Qualified Child; and
- the Qualified Child provides proof of qualification to us when requested.

We will pay this Education Benefit to each Qualified Child:

| <b>Educational Benefit for Each Qualified Child</b> |  |
|---|--|
| Benefit Amount Per Academic Term                    | The lesser of: 1 ¼% of the Principal Sum; or \$2,500.    |
| Maximum Benefit Payments                            | 8 per lifetime   |
| Maximum Benefit Amount                              | \$20,000   |
| Maximum Benefit Period                              | 6 years from the date the first benefit payment is made. |

The Education Benefit will end for each Qualified Child on the first of the following to occur:

- the date the Qualified Child fails to provide proof of qualification when requested;
- the date the Qualified Child no longer meets the definition of a Dependent Child for any reason other than the Certificateholder's death; or
- the end of the Maximum Benefit Period stated in the table above.

**Academic Term** means one of the set periods of time within an Academic Year during which an educational course may be completed.

**Academic Year** means the annual period of course sessions of the accredited post-secondary institution of higher learns.

**Dependent Child** means, with respect to this education benefit, the Certificateholder's unmarried children under the age of 19, or to age 25 for a full-time student at an accredited school.

This includes the Certificateholder's own natural offspring and lawfully adopted children. It also includes stepchildren, foster children and other children who are dependent on the Certificateholder for support and living with the Certificateholder in a regular parent-child relationship.

The Certificateholder's child who is insured under the Group Policy as an employee is not a Dependent Child. When both the Certificateholder and the Certificateholder's spouse are insured as employees under the Group Policy, only one Education Benefit per child will be payable if both the Certificateholder and the spouse incur a qualifying loss.

**Qualified child** means any of the Certificateholder's children who, on the date of the Certificateholder's death as a result of an Accident, meet the definition of a Dependent Child and are either:

- enrolled as full-time students in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level; or
- at the 12<sup>th</sup> grade level and enroll as full-time students in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level within 365 days following the date of the Certificateholder's death.

## **Non-covered Losses**

We will not pay Accidental Death and Dismemberment benefits for a loss caused by or connected with any of the following:

- suicide or self-inflicted injury committed or inflicted while sane or insane (in Missouri, while sane);
- disease, illness, physical or mental impairment, medical or surgical treatment, diagnostic or preventive care (unless such treatment or care is provided in connection with an accidental injury), or infection (except infection of an accidentally caused wound);
- taking any drug or chemical unless taken as prescribed by a physician or as directed by the pharmaceutical manufacturer;
- auto-erotic asphyxiation;
- taking part in, committing, or attempting to commit an assault or felony;
- duty as a member of any military, naval or air organization;
- taking part in a riot or in any declared or undeclared war;
- flying in any aircraft as a pilot or crew member;
- experimental flying or flying for the purpose of training;
- riding, driving or testing a vehicle used in a race or speed contest;
- taking part in the sports of parachute jumping, skydiving or hang gliding; or
- operating a motor vehicle while under the influence of alcohol or drugs, as defined by state law.

The **Schedule of Benefits** indicates whether Accidental Death and Dismemberment coverage is 24-hour or nonoccupational. 24-hour coverage provides for Accidents which are associated with employment or occupation, as well as Accidents which are not. Nonoccupational coverage provides only for Accidents which are not associated with employment or occupation.

## How and When Coverage Stops

The provisions in this section apply to all group coverage except as otherwise specified.

### Termination of Coverage

Group coverage ends for a Certificateholder on the earliest of the following dates:

- the date the Group Policy is ended;
- the date coverage for the Group is ended under the Group Policy;
- any termination date stated for the Certificateholder in the coverage description appearing in the **Schedule of Benefits**; or
- the day before the monthly premium due date on which:
  - the Certificateholder no longer meets the definition of an Eligible Person (for example, the Eligible Person retires or otherwise ends employment or is no longer in an eligible class); or
  - the Certificateholder fails to pay any premium contribution due.

### Continuation of Coverage

The Group may continue coverage beyond the date it would otherwise end only as described in the **Schedule of Benefits**. All continued coverage is subject to payment of the required premium by or through the Group. All continued coverage must be provided by the Group under a plan which is nondiscriminatory in nature. Termination of the Group Policy, or of the Group's coverage under the Group Policy, will terminate any continued coverage.

### Conversion Privilege

For group life insurance, a Certificateholder has the right to convert (change group life insurance to individual whole life insurance) if the Certificateholder's group life insurance ends:

- because the Certificateholder's coverage ends for a reason other than the Group Policy ending or changing, or the Group's coverage under the Group Policy ending or changing. The coverage may be converted by applying to us in writing within 31 days after the coverage ends and paying the premium due on the new policy.

The new policy will be an individual whole life insurance policy. The Certificateholder may choose to be insured for the same amount as insured under the Group Policy, or less. The new premium amount will be figured according to

the age and the class of risk to which the Certificateholder belongs. We will not require Evidence of Insurability. The new policy will become effective on the date the group life insurance ends, if application and premium were received as required above.

- because the Group Policy ends or changes, or the Group's coverage under the Group Policy ends or changes. The Certificateholder may convert the group life insurance which has been in effect under the Group Policy for at least five years. Except for the amount of insurance that may be converted, the rights of conversion and the conditions that must be met are the same as those in the preceding paragraph. The maximum amount of insurance that may be converted will not be more than:
  - the amount the Certificateholder was insured for under the Group Policy minus any other coverage under a new or reinstated group life policy which becomes available within 31 days after the end of, or a change in, the Group Policy or the Group's coverage under the Group Policy; or
  - \$2,000;

whichever is less.

If the Certificateholder's death occurs after group coverage ends, but within the 31-day period during which the Certificateholder can exercise the conversion right, we will pay the Certificateholder's Beneficiary whether or not the Certificateholder applied to convert the insurance. The benefit paid will be the amount the Certificateholder could have converted. However, no death benefit will be payable under these provisions if the death benefit is payable under any other provisions of the Group Policy.



## **General Provisions**

### **Claims**

#### **Proof of claim**

We are not liable under the Group Policy unless we receive written proof of claim. The proof must be filed with us within 90 days after the date of loss and must have the data we need to determine benefits. Failure to give us proof within 90 days will not void or reduce the benefit if it is shown that the proof was given as soon as reasonably possible. No proof can be submitted later than one year after the usual 90-day filing period ends, except in the absence of legal capacity.

#### **Claim Forms**

Claim forms usually are available from the Group. If forms are not available, a person may send a written request for claim forms to us. Claim forms will be sent to the person within 15 days. If the person does not receive the claim forms, written proof covering the details of the loss for which the claim is made may be submitted to us without the claim form.

#### **Physical Examination and Autopsy**

We have the right to have the Certificateholder examined by a physician of our choice at our expense whenever reasonably necessary while a claim is pending. We may request an autopsy in case of death if this is not forbidden by law.

#### **Claims Review**

Upon our receipt of written proof of claim from the Covered Person or Beneficiary (referred to in this provision as “claimant”), we have:

- 90 days in which to determine and notify the claimant of our decision regarding a death claim; and
- 45 days in which to determine and notify the claimant of our decision regarding any other claim.

In special circumstances, an additional 90-day period may be added to the 90-day determination period for a death claim, and up to two periods of 30 days each may be added to the 45-day determination period for any other claim. If the claim is a special circumstance, we will notify the claimant in writing of the additional time needed.

For questions about benefits, a claim payment, or a claim denial, the claimant may contact us in writing, in person, or by telephone. However, if the claimant is not satisfied with our claim decision, he or she should send us a written appeal. Written appeals regarding death claims must be received in our office within 60 days after the claimant receives our initial decision, and for any other claims, written appeals must be received within 180 days. All written appeals should request another review of the claim, outline the problem and all previous efforts to resolve the matter, and include any previously unsubmitted documents, records, information, or proof in support of the claim.

Except in special circumstances, the claimant will receive a written answer within 60 days after we receive an appeal regarding a death claim, and within 45 days after we receive an appeal regarding any other claim. In special circumstances, an additional 60 days for a death claim, and an additional 45 days for any other claim, may be added to these respective deadlines. If the appeal-based review is a special circumstance, we will notify the claimant in writing of the additional time needed.

### **Release of Information**

The Certificateholder agrees that we may request, and anyone may give to us, any information, (including copies of records) about the Certificateholder's illness or injury for which benefits are claimed. Also, that we may give similar information if requested to anyone providing similar benefits to the Certificateholder.

### **Limitation of Actions**

No legal action may be taken to recover benefits within 60 days after proof of claim has been given. No such action may be taken later than 3 years after expiration of the time within which proof of claim is required according to the "Proof of Claim" section.

## **Beneficiary**

The Beneficiary for the Certificateholder's Group Term Life Insurance is the person the Certificateholder names. The initial Beneficiary is named on the application.

The Certificateholder may change the named Beneficiary at any time by notifying us in writing. The notice must provide the name of the new Beneficiary and the date that the change is to be effective. If the effective date for the change is not provided, the change will be effective on the date the notice is received. If death occurs before a notice of change is received, we will not change any payment we have already made before the notice was received.

The Certificateholder may name more than one Beneficiary. The Certificateholder may also designate primary and contingent Beneficiaries. If a primary Beneficiary dies before the Certificateholder, payment will be made to any designated contingent Beneficiary.

If two or more Beneficiaries are named and their respective share of the benefit is not stated, the benefit will be divided equally. If a Beneficiary dies before the Certificateholder, that Beneficiary's share will pass to the surviving Beneficiaries equally.

If a Beneficiary is not named or if no Beneficiary is surviving, we will pay the benefits to the Certificateholder's estate, or at our option, to:

- the surviving spouse; otherwise
- the surviving children equally; otherwise
- the surviving parent(s) equally; otherwise
- the surviving brother(s) and/or sister(s) equally; otherwise
- any person who verifies to us that they have incurred funeral or other expenses related to the Covered Person's last illness or death. The payment to this person will not exceed \$500, or the maximum allowed by law, not to exceed \$2,500.

If the Certificateholder and the Beneficiary die from the same Accident, and the order of deaths cannot be determined, we will pay the benefit as though the Certificateholder survived the Beneficiary.

If any person who is to receive a benefit payment is a minor or is not legally competent, then the benefit payment will be made to the person's legally appointed guardian.

## **Misstatements**

All statements contained in an application, in the absence of fraud, are deemed representations and not warranties. Any misstatement used to reduce a benefit, deny a claim, or void insurance must be contained in a written application, a copy of which is provided to the person who made it, or in the event of the person's death, the Beneficiary.

Except as stated below for life insurance, we reserve the right to cancel or rescind coverage for any Certificateholder who engages in misrepresentation and/or fraudulent conduct in relation to any claims made for coverage or any application for coverage under the Group Policy.

**For life insurance**, if a Certificateholder's age is misstated, we will pay the correct life insurance benefit(s) which apply to the Certificateholder's actual age. In addition, the life premium rate will be adjusted so that the premium paid rate will be adjusted so the premium paid would have been correct for the Certificateholder's actual age. We may make this change back to the date coverage became effective based on the misstated information. No misstatement, except for misstatement of age, may be used to contest life insurance after it has been in force prior to the contest for a period of two years during the person's lifetime.

## Definitions

This section defines terms which have special meanings. If a word or phrase has a special meaning or is a title, it starts with a capital letter. The word or phrase is defined in this section or at the place in the text where it is used.

**Actively-at-Work or Active Work**—Reporting to a Certificateholder’s regular place of employment for the Group and carrying out the regular duties of his occupation for the number of hours required to meet the definition of Eligible Person. The Certificateholder will be considered Actively-at-Work on each day of a regular paid vacation or on a regular non-working day provided that the person was Actively-at-Work on the last working day.

**Beneficiary(ies)**—The person(s) to whom we pay life and accidental death insurance benefits.

**Certificate**—A description of benefits provided under the Group Policy to the Certificateholder.

**Certificateholder**—An Eligible Person who has enrolled for coverage.

**Effective Date**—The date when coverage begins.

**Eligible Person**—a person who:

- is a member of an eligible class and has satisfied the Group’s eligibility waiting period;
- is an employee working the required number of hours per week on a regular basis, as documented on the Group’s federal or state payroll records; and
- is Actively-at-Work, except as provided in the Continuation of Coverage section.

An Eligible Person may also include a retiree under the Group’s formal retirement program but only if retiree coverage is approved by us.

**Evidence of Insurability** – A statement of an individual’s present medical condition and past medical history and other relevant information, on a form approved by us, that indicates a person is acceptable for insurance, as we may determine.

**Group**—The entity named as the “Group” on the Certificate cover. If no Group is specifically named, then the Group is the Policyholder (as indicated in the Certificate “Introduction”).

**Group Life Insurance**—Any of the following coverages which may be in force for the Certificateholder under the Group Policy; Group Term Life Insurance.