

**SEIU Local 2015 Long Term Care  
Workers Health Trust Fund**

***Group Policy #282445***

***Optional Life and Accidental  
Death and Dismemberment  
Insurance***

***Effective Date: October 1, 2019  
and amended October 1, 2021***

**NOTE: If You are 65 years or older at the time Your Certificate is issued, You may examine Your Certificate and within 30 days, decide to cancel and request a refund of premiums paid.**

## **COMPLAINT NOTICE**

Should you have any complaints or questions regarding your coverage, and this certificate was delivered by a broker, you should first contact the broker. You may also contact us at:

Anthem Blue Cross Life and Health Insurance Company  
Customer Service  
21215 Burbank Blvd  
Woodland Hills, CA 91367  
1-800-552-2137

If the problem is not resolved, you may also contact the California Department of Insurance at:

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, California 90013

1-800-927-HELP (4357) – In California

1-213-897-8921 – Out of California

1-800-482-4833 – Telecommunication Device for the Deaf

E-mail Inquiry: “Consumer Services” link at  
[www.insurance.ca.gov](http://www.insurance.ca.gov)

## **LIFE INSURANCE CONVERSION INFORMATION**

To obtain information on your Conversion Rights, please contact Anthem Blue Cross Life and Health Insurance Company as follows:

Anthem Blue Cross Life and Health Insurance Company  
Attn: Group Life Conversion  
P.O. Box 182361  
Columbus, OH 43218-2361  
Phone: 1-800-801-6142  
Fax: 1-614-433-8316  
Email: L&DConversion@anthem.com

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## SUMMARY OF BENEFITS

This summary provides a brief outline of your benefits. You need to refer to the entire certificate, and the *policy*, for complete information about the benefits, conditions, limitations and exclusions of your *plan*.

### OPTIONAL LIFE INSURANCE

A benefit is payable under this coverage if you die from any cause. If you are totally disabled when your insurance ends, there are special provisions that may extend your death benefit protection. Under certain conditions, you may convert your life insurance to an individual policy.

You may elect one of the following Benefit Options:

Benefit Options	Amount of Insurance
1	\$5,000
2	\$10,000
3	\$20,000
4	\$25,000
5	\$30,000
6	\$40,000

*Members* in Eligible Status may enroll and re-enroll at any time; however, once enrolled, members must remain enrolled for 6 months before un-enrolling.

Certain *members* have a \$2,500 benefit amount. Records of such elections will be maintained by the *group*, and will be available to us upon request. If an affected *member* subsequently chooses one of the options shown above, the \$2,500 option is no longer available.

### ACCELERATED DEATH BENEFIT

This Accelerated Death Benefit is **NOT** long-term care coverage or nursing home coverage. You may use your Accelerated Death Benefit for any purpose.

**OPTIONAL LIFE INSURANCE WILL BE REDUCED IF YOU ARE PAID AN ACCELERATED DEATH BENEFIT.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY BE TAXABLE.**

**Amount of Insurance**—Your Accelerated Death Benefit amount is equal to the lesser of:

1. 75% benefit of the amount of Optional Life Insurance to which you are entitled on the date you apply in writing for this benefit; or
2. \$30,000.

However, the minimum Accelerated Death Benefit we will pay is \$1,000.

For each \$1,000 paid to you as an Accelerated Death Benefit the amount of Optional Life Insurance under the *policy* will be reduced by \$1,000.

**Beneficiary**—On the date that this certificate was issued to you, your beneficiary of record was the beneficiary you named under the prior plan. Unless you have made an assignment which limits your right to do so (see GENERAL PROVISIONS: ASSIGNMENT), you alone have the right to name your "beneficiary". Since you have the right to change beneficiaries at any time (see OPTIONAL LIFE INSURANCE: BENEFICIARY), if you no longer want your death benefit paid to the beneficiary you named under the prior plan, you may change your beneficiary. (See OPTIONAL LIFE INSURANCE: BENEFICIARY for information on how to change your beneficiary.)

### **OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The coverage pays benefits for loss of your life, sight, hearing, speech, hand, foot, fingers or loss of use due to quadriplegia, paraplegia hemiplegia or uniplegia caused by accidental bodily *injury*. The amount payable depends on the type of the loss. The most that will be paid for all losses resulting from *injuries* sustained by you in any one accident is your full amount of insurance.

**Full Amount of Insurance**—An amount equal to your amount of Optional Life Insurance.

## DEPENDENTS OPTIONAL LIFE INSURANCE

A benefit is payable under this coverage if your *family member* dies from any cause. Under certain conditions, your life insurance on a *family member* may be converted to an individual policy.

**Amount of Insurance**—The amount of Dependents Optional Life Insurance is determined by the classification of your *family members*, as follows:

Classification	Amount of Insurance*	
	<u>Option 1</u>	<u>Option 2</u>
Spouse or domestic partner:	\$5,000	\$10,000
Your <i>children</i> , 15 days old, but under age 26:	\$1,000	\$2,000

You may elect family coverage, or spouse/domestic partner coverage only or child coverage only.

\*A *family member's* amount of insurance may not exceed 100% of the amount of your Optional Life Insurance

### **ACCELERATED DEATH BENEFIT—for your Spouse/Domestic Partner**

This Accelerated Death Benefit is **NOT** long-term care coverage or nursing home coverage. You may use your Accelerated Death Benefit for any purpose.

**SPOUSE/DOMESTIC PARTNER OPTIONAL LIFE INSURANCE WILL BE REDUCED IF YOU ARE PAID AN ACCELERATED DEATH BENEFIT.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY BE TAXABLE.**

**Amount of Insurance**—Your Accelerated Death Benefit amount is equal to the lesser of:

1. 75% benefit of the amount of Spouse/Domestic Partner Optional Life Insurance to which you are entitled on the date you apply in writing for this benefit; or
2. \$7,500.

However, the minimum Accelerated Death Benefit we will pay is \$1,000.

For each \$1,000 paid to you as an Accelerated Death Benefit the amount of your Spouse's/Domestic Partner's life insurance under the *policy* will be reduced by \$1,000.

**DEPENDENT OPTIONAL ACCIDENTAL DEATH AND  
DISMEMBERMENT INSURANCE**

The coverage pays benefits for loss of your life, sight, hearing, speech, hand, foot, fingers or loss of use due to quadriplegia, paraplegia hemiplegia or uniplegia caused by accidental bodily *injury*. The amount payable depends on the type of the loss. The most that will be paid for all losses resulting from *injuries* sustained by you in any one accident is your full amount of insurance.

**Full Amount of Insurance**—An amount equal to your amount of Dependent Optional Life Insurance.

**GENERAL INFORMATION**

**Contributions**—Your insurance is *contributory insurance*.

**Anthem Blue Cross Life and Health's Address—**

Anthem Blue Cross Life and Health Insurance Company  
Group Services  
P.O. Box 70000  
Van Nuys, California 91470



## OPTIONAL LIFE INSURANCE

### DEATH BENEFIT

We will pay a benefit if you die while insured by this coverage. This death benefit will be paid to your *beneficiary* when due written proof of your death is received by us. The needed claim forms may be obtained from the *group* or us. See the SUMMARY OF BENEFITS of this certificate for the amount of death benefit to be paid.

### BENEFICIARY

Unless you have made an assignment which limits your right to do so (see GENERAL PROVISIONS: ASSIGNMENT), you alone have the right to name your "*beneficiary*". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the *group* for entry in the plan's records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit we may have already paid will be deducted from the amount payable to the new *beneficiary*.

If you name more than one person to share any death benefit, you should tell how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any *beneficiary* cease if he or she dies before you do.

### Alternate Payment Provisions

If there is no living *beneficiary* when your death occurs, or none has been named, we may at our option: (a) pay the benefit to your then living spouse or legally registered domestic partner; or (b) if there is no living spouse or legally registered domestic partner, pay equal shares of the benefit to your then living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living; or (d) if there are no direct parents then living, pay the benefit in equal shares to your then living siblings; or (e) if none of the foregoing apply, the death benefit will be paid to the executors or administrators of your estate. .

It may happen that the person to be paid a benefit (called the "payee") is legally unable to give a valid receipt for the payment. If so, we may elect instead to pay up to \$50 of that benefit per month to another person or institution. But that other person or institution must appear to us to have assumed custody and principal support of the payee. Such payments will cease when a claim for the unpaid balance is made by a duly appointed guardian or committee of the payee. We will be discharged to the extent of any such payments made in good faith.

It may be that one or more persons have incurred expenses for your fatal condition or burial. If, in our judgment this is true, then we may apply part

of any death benefit toward reimbursement of such persons. But the total amount of death benefit so applied shall not be more than \$500. Then, your *beneficiary* will receive only the unpaid balance of the death benefit. We will be discharged to the extent of any such payments made in good faith.

### **TOTAL DISABILITY PREMIUM WAIVER**

Normally, the *group* must pay us a premium for each period that you are insured. This section tells how your Optional Life Insurance can be continued without premiums after the Elimination Period if you become totally disabled before your 60th birthday.

Here, the term "totally disabled" means that during the Elimination Period and thereafter, due to an *injury* or *illness*:

1. You are unable to do the duties that:
  - a. are normally required for the performance of your own or any occupation; and
  - b. cannot be reasonably omitted or modified from any occupation;for which you are or may become reasonably qualified by education, training, or experience; and
2. You are receiving medical care and treatment that meets all of the following from a *physician* for that *injury* or *sickness*:
  - a. It is received from a *physician* whose expertise, medical training and clinical experience are suitable for treating your disability;
  - b. It is deemed medically necessary and appropriate to meet the needs of your disability;
  - c. It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical research and health care organizations and governmental agencies;
  - d. It is consistent with the diagnosis of your condition; and
  - e. Its purpose is maximizing your medical improvement and aiding in your return to work, if possible.

The loss of a professional license, occupational license or certification does not in itself mean you are disabled. Loss of your occupation due to economic factors such as, but not limited to, recession, job elimination, pay cuts and job-sharing will not be considered.

**"Elimination Period"** is the period that you must have been continuously totally disabled before we waive insurance premiums under this provision. The elimination period is the lesser of 6 months or the consecutive months

preceding the date of death. The elimination period begins on the day that you become totally disabled under this coverage.

### **Proof Required Within 12 Months**

Within the first 12 months that you are totally disabled, but have not died, due written proof must be given that:

1. You became totally disabled while insured and before your 60th birthday; and that
2. You have continued to be totally disabled for at least the Elimination Period, but less than 12 months.

Such proof may be given by you or someone acting for you. When we receive that proof, we will provide Optional Life Insurance for you without premiums while it is shown that you remain totally disabled.

While your Optional Life Insurance is provided without premiums, due proof that you remain totally disabled will be required at reasonable intervals. Such proof will be required at least once a year. We, at our expense, may also require that you be examined by our *physician* at reasonable intervals. Such exams by a *physician* will not be more often than once a year after your insurance has been provided without premiums for two years.

If you die while your Optional Life Insurance is provided without premiums, we will pay a death benefit. Due written proof is required that you remained totally disabled until your death occurred. When that proof is received, we will pay that death benefit to your *beneficiary*.

### **Amount of Benefit Provided**

The amount of Optional Life Insurance provided for you without premiums will normally be the amount for which you were insured under this coverage when you became totally disabled. But, the SUMMARY OF BENEFITS of this certificate may require that life insurance amounts be reduced at a certain age or upon retirement; in such case, your insurance provided without premiums will be so reduced when those events occur.

One other factor may affect your amount of Optional Life Insurance provided without premiums. A right to convert your life insurance under this coverage to an individual policy is explained later. Any part of your life insurance that you may have converted will not be provided without premiums unless:

1. You were totally disabled when you applied to convert; and
2. You return the individual policy to us with no claim other than a refund of the premiums you paid for it.

### When A Premium Waiver Ceases

Insurance provided for you without premiums will cease when any of these events occur:

1. You are no longer totally disabled; or
2. Due written proof that you remain totally disabled is not provided when required by us; or
3. You do not allow a *physician* to examine you when required by us.

Your insurance will also cease if you reach normal retirement age, but not prior to age 65. But an exception will be made if the HOW COVERAGE BEGINS AND ENDS section of this certificate says that your Optional Life Insurance is continued during retirement.

When your insurance without premiums ceases, you may be entitled to the RIGHT TO CONVERT provision explained later in this coverage. That RIGHT TO CONVERT provides insurance for the next 31 days. During that time:

1. If you again become an *insured member* you may not convert your insurance. But your Optional Life Insurance that requires premiums will be resumed.
2. If you do not become an *insured member*, you may convert to an individual policy of life insurance. It will be as though your Eligible Status had ceased when your insurance without premiums ceased. The things you must do to obtain such a policy are discussed in the RIGHT TO CONVERT provision.

While you are totally disabled, it may happen that:

1. The *policy* is discontinued; or
2. The *policy* is changed to terminate Optional Life Insurance.

In either event, while you continue to be totally disabled, you will have the same rights as though this life insurance was still in effect.

### RIGHT TO CONVERT

If your Optional Life Insurance ceases or is reduced, you could have a right to "convert" that group insurance to an individual policy. This section tells when you may acquire that right. **Note that your prompt application is required at that time.**

## **Changes In Your Status**

You can obtain an individual policy of life insurance if all or part of your Optional Life Insurance under the *policy* ceases for certain reasons. Those reasons are:

1. Termination of your Eligible Status with the *group* or transfer to a class of ineligible *members*; or
2. Your attainment of an age at which the coverage requires life insurance to be reduced.

Health evidence will not be required. But you must apply in writing and pay the first premium to us within 31 days after that Optional Life Insurance ceased.

Such an individual policy will not include disability benefits. The policy shall be one of the forms then normally being issued by us except term insurance. At your option, the amount of your policy may equal or be less than your Optional Life Insurance that ceased under the group policy. The premium will be determined by the form and amount of your policy, as well as by your class of risk and age on its effective date.

## **Group Policy Termination Or Change**

All or part of your Optional Life Insurance under this plan may cease because:

1. The *policy* is terminated; or
2. The *policy* is changed to exclude your class of *members*.

If you are totally disabled (as defined below) when your insurance ceases for one of these reasons, you may exercise this RIGHT TO CONVERT just as though your status had changed as discussed before in this section. But the amount of your individual policy will not exceed: (a) the amount of your Optional Life Insurance that ceased under this plan; reduced by (b) any amount of life insurance for which you are or become eligible under this or another group insurance plan within the next 31 days.

If you are not totally disabled when your insurance ceases for one of these reasons, you may obtain an individual policy only if: (a) you have been insured by this plan for at least five years; and (b) your Optional Life Insurance was not fully replaced by this or another group insurance plan within the next 31 days. If these conditions are met, all other terms of this RIGHT TO CONVERT will apply as though your status had changed; but the amount of your individual policy will not exceed \$2,000.

As used here, the term "totally disabled" means that an *injury* or *illness* prevents you from performing any occupation for which you are qualified

by education, training or experience. If you can engage in any such occupation, you are not deemed to be "totally disabled".

### **Death While Eligible To Convert**

Any individual policy issued to you under this RIGHT TO CONVERT provision will become effective at the end of the 31-day period allowed for you to apply. If you should die during that 31 days, a death benefit will be paid by this coverage. This is true regardless of whether you applied for an individual policy. The amount of benefit payable will be the full amount you were entitled to convert. The benefit will be paid to the *beneficiary* you last named, whether for the group policy or a conversion policy.

### **ACCELERATED DEATH BENEFIT**

The *policy* provides an accelerated death benefit. You may elect to receive a portion of your Optional Life Insurance benefit while you are still living. This accelerated death benefit will be paid, provided:

1. You are in a class eligible for this benefit as shown in the SUMMARY OF BENEFITS;
2. You elect the benefit in writing on the form provided by us;
3. You submit to us written certification from a *physician* that you have a life expectancy of 12 months or less, and we approve this certification.

We reserve the right to have you examined by one or more *physicians* of our choice in connection with your claim for an accelerated death benefit. Such an examination will be done at our expense.

See the SUMMARY OF BENEFITS in this certificate to determine the maximum amount of accelerated death benefit you may elect.

### **Payment Provisions**

The accelerated death benefit must be paid to you during your lifetime. You may elect less than the maximum benefit, but you can receive an accelerated death benefit only once. Payment will be made in one lump sum to you. If you have received an accelerated death benefit and then you recover from the qualifying condition, you will not be required to refund the benefit paid to you.

### **Effect of Payment on Other Benefits**

The amount of your Optional Life Insurance will be reduced by the amount of accelerated death benefit paid to you. The remaining Optional Life Insurance benefit, if any, will be paid in accordance with the terms of the *policy*. Any amount of Optional Life Insurance you may have a right to convert, as explained later in this coverage, will be reduced by the amount of accelerated death benefit paid to you. The accelerated death benefit paid to you does not affect the amount of your Optional Accidental Death and Dismemberment Insurance.

### **Payment of Premium**

Premium payments must continue, and will be based on the reduced amount of your Optional Life Insurance.

When the *group* stops paying premium for you, you are no longer eligible for an accelerated death benefit unless:

1. Your *physician* certifies that the qualifying condition was present before the date that premium payments ceased;
2. Your *physician* certifies that you have a life expectancy of 12 months or less from the date that premium payments ceased; and
3. You apply for an accelerated death benefit within 31 days from the date that premium payments ceased.

However, you will again be eligible for an accelerated death benefit when you are approved for the TOTAL DISABILITY PREMIUM WAIVER which is explained in this coverage.

### **Exclusions**

The accelerated death benefit will not be paid if:

1. You submit written certification from your *physician* that you have a life expectancy of 12 months or less, and we disapprove this certification;
2. The reason for your life expectancy being 12 months or less is due to:
  - a. Your attempted suicide, while sane or insane; or
  - b. Your intentionally self-inflicted injury;
3. You have received an accelerated death benefit under the *policy*;
4. You are required by law or court order to use your Optional Life Insurance benefit to meet the claims of creditors, whether in bankruptcy or otherwise;

5. You live in a community property state, and we have not received consent in writing from your spouse;
6. You are divorced, and as a part of your court approved divorce agreement all or part of your Optional Life Insurance must be paid to your children or former spouse; or
7. You have assigned your rights under the Optional Life Insurance coverage to an assignee or an irrevocable *beneficiary*, and we have not received consent, in writing, that the assignee or irrevocable *beneficiary* has agreed to payment of the accelerated death benefit to you.



## **OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **ACCIDENTAL DEATH BENEFIT**

We will pay a benefit if your death occurs under these conditions:

1. the death is a result of your accidental *injury*; and
2. the *injury* occurred while you were insured by this coverage; and
3. the death occurred within 365 days of the *injury*.

This accidental death benefit will be paid when we receive due written proof that your death occurred under the conditions stated in this section. The benefit will be paid to your *beneficiary*. This benefit is the "full amount" of your Optional Accidental Death and Dismemberment Insurance in effect under the terms of the SUMMARY OF BENEFITS of this certificate on the date the accident occurred.

### **BENEFIT FOR LOSS OF FINGERS, HAND, FOOT, HEARING, SPEECH OR SIGHT OR LOSS OF USE DUE TO QUADRIPLEGIA, PARAPLEGIA, HEMIPLEGIA OR UNIPLEGIA**

We will pay a benefit if you incur the permanent loss of a finger, hand, foot, hearing, speech, or sight or loss of use due to paralysis of the arms and/or legs under these conditions:

1. The loss is a result of your accidental *injury* which occurred while you were insured by this coverage; and
2. The loss occurred within 365 days of the *injury*; and
3. An accidental death benefit is not payable by this coverage for the same accident.

The benefit will be paid to you when we receive due written proof of a loss as specified in this section. Your "full amount" of Optional Accidental Death and Dismemberment Insurance will be determined under the terms of the SUMMARY OF BENEFITS of this booklet as of the date the accident occurred. The benefit to be paid is that full amount or a fraction of it as shown in the schedule below. Payment will be made for each loss without regard to prior losses. But, the total benefit to be paid for two or more losses in any one accident will not exceed your full amount of Optional Accidental Death and Dismemberment Insurance under the *policy* on the date the accident occurred.

### **SCHEDULE OF LOSSES AND BENEFITS**

Your full amount of coverage is payable for:

- The permanent loss of both hands; or

- The permanent loss of both feet; or
- The permanent loss of sight of both eyes; or
- The permanent loss of one hand and sight of one eye; or
- The permanent loss of one foot and sight of one eye; or
- The permanent loss of one hand and one foot; or
- The permanent loss of hearing and speech; or
- Quadriplegia; or
- Paraplegia; or
- Hemiplegia.

One-half of your full amount is payable for:

- The permanent loss of one hand; or
- The permanent loss of one foot; or
- The permanent loss of sight of one eye; or
- The permanent loss of hearing in both ears; or
- The permanent loss of speech.

One-quarter of your full amount is payable for:

- The permanent loss of thumb and index finger of same hand; or
- The permanent loss of thumbs of both hands; or
- The permanent loss of all four fingers of one hand; or
- Uniplegia.

One-eighth of your full amount is payable for:

- The permanent loss of the toes of one foot.

Reference to loss of a hand means severance at or above the wrist.  
Reference to loss of a foot means severance at or above the ankle.  
Reference to loss of sight means total loss of sight which cannot be recovered.

Reference to loss of hearing means total loss of hearing which cannot be recovered.

Reference to loss of speech means total loss of speech which cannot be recovered.

Reference to loss of thumb and index finger or all four fingers of one hand means severance at or above the metacarpophalangeal joints.

Reference to loss of toes of one foot means severance at or above the metatarsophalangeal joints.

Reference to quadriplegia means total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to paraplegia means total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to hemiplegia means total paralysis of an upper and lower limb on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to uniplegia means total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

## EXCLUSIONS

No benefit will be paid by this coverage for a death or loss that results from, or that is caused directly, wholly or partly by:

1. A bodily or mental infirmity or an illness or mental illness of any kind.
2. Medical or surgical treatment of illness, or diagnostic or preventive care whether the loss results directly or indirectly from the treatment (unless the treatment or care is provided in connection with a loss).
3. Any infection, unless it is pyogenic and occurs through and at the time of an accidental cut or wound;
4. Poisoning in any form, including, but not limited to, ingestion or inhalation of gas, fumes, chemicals, drugs, alcohol or any combination thereof;
5. Suicide or attempted suicide, while sane or insane;
6. Intentional self-injury while sane or insane;
7. Commission of, or attempt to commit, an assault or felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act;
8. A war, or any act of war;

“War” means declared or undeclared war and includes resistance to armed aggression.

9. Participation in a riot or violent disorder;

“Riot” means all forms of public violence, disorder, or disturbance of the public peace by three or more persons assembled together. It does not matter whether there was common intent or not, and it does not matter whether or not damage to person or property or unlawful act was the intent or the consequence of such disorder.

10. Being under the influence of any drug or substance. Conviction is not necessary for determination of being under the influence. This does not apply if you are using a drug or substance prescribed for you by a *physician*;

“Drug or substance” means any drug, narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as such act now exists, or is amended from time to time.

11. Being intoxicated. Conviction is not necessary for determination of being intoxicated;

“Intoxicated” means being legally intoxicated as determined by the laws of the jurisdiction where the accident occurred.

12. Movement on or above the ground by means of an aircraft, or descent from or with a moving aircraft. This item 12 applies only if:

- a. You have any duties aboard the aircraft that relate in any way to that aircraft or its operation, equipment, passengers, or crew; or
- b. You are giving or receiving training for any of those duties aboard that aircraft.

“Aircraft” means any kind of vehicle or device designed for travel or other movement in or beyond the earth’s atmosphere.

13. Taking part in the sports of parachute jumping, sky diving or hang gliding;

14. Riding, driving, or testing a motorized vehicle used in a race or speed contest;

15. Any period while you are confined to a penal or correctional institution;

16. Any Loss or Injury which occurs while in the course of operating any Motorized Vehicle:

- a. While you are under the influence of any intoxicant or drug whether or not prescribed by a physician; or
- b. If your blood alcohol concentration is in excess of the legal limit in the state in which the Accident or Injury occurred.

“Motorized Vehicle” for the purpose of this provision means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV’s, snow mobiles; tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. “Motorized Vehicle” does not include a medically necessary motorized wheelchair.

17. Any Loss or Injury as a result of autoerotic asphyxiation.

## **ADDITIONAL BENEFIT FOR COMA**

### **Member Only**

We will pay a benefit if you enter a coma under these conditions:

1. The coma is a result of your accidental *injury* which occurred while you were insured by this coverage, not a coma that was medically induced by a physician in treating your accidental *injury*;
2. The coma commences within 90 days of the *injury*; and

3. The coma lasts continuously for at least 31 days.

The additional amount payable due to a coma is the lesser of:

- 1% of the full amount of Optional Accidental Death and Dismemberment Insurance determined by the SUMMARY OF BENEFITS for each month that you are in a coma; or
- 1% of the difference between the full amount of insurance and the amount of any benefits paid for any other loss arising out of the same accident and payable under this coverage.

In no event shall the total amount paid for all benefits exceed the full amount of insurance.

The additional benefit will be payable monthly, on the first day of each month of continuous coma, but, in no event more than 96 months on behalf of you. If the amount of the monthly payments is less than \$20 each, the payment will be paid in one lump sum on the first day of the month following the date you have been continuously comatose for 12-months. No benefit will be payable after the comatose condition has ceased, whether by death, recovery or any other change of condition.

If, after qualifying for the Additional Benefit for Coma, you suffer another loss covered under this coverage, due to the same accident that caused the comatose condition, the benefit paid for such other loss will be the benefit stated in the Schedule of Losses and Benefits reduced by the total amount of benefits paid, including this Additional Benefit for Coma paid, with respect to you as a result of that accident. If you continue to qualify for an Additional Benefit for Coma after such other loss, the amount of Additional Benefit for Coma will be re-determined in accordance with the calculation stated above.

We will require monthly proof of the continuing comatose condition. We retain the right to investigate to determine whether the coma exists and continues.

The Additional Benefit for Coma for the *member* will be paid to the *beneficiary* if the *member* is dead or in a coma at the time of payment, otherwise, to the *member*.

“Coma” and “Comatose” mean a profound state of unconsciousness from which you cannot be aroused to consciousness, even by powerful stimulation, as determined by a *physician*.

#### **ADDITIONAL BENEFIT FOR ACCIDENTAL INJURY WHILE USING A COMMON CARRIER FOR TRANSPORTATION**

##### ***Member Only***

This benefit is payable for your loss if a benefit is otherwise payable for the loss under the other terms of this coverage or would be payable except

for the limitation per accident of those terms. But, this benefit is payable only if you sustained the accidental *injury* resulting in the loss while a fare paying passenger in or on a public vehicle provided by a common carrier for passenger service.

The additional amount payable is equal to 25% of your full amount of insurance under this coverage.

**Common Carrier** means a government licensed and regulated entity that is in the business of transporting fare paying passengers. The term common carrier does not include:

- Chartered or other privately arranged transportation; or
- Taxis; or
- Limousines.

#### **ADDITIONAL BENEFIT FOR REPATRIATION OF REMAINS**

##### ***Member Only***

This additional benefit is payable if a benefit is payable for your loss of life under the other terms of this Optional Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of these terms. But, this benefit is only payable if the following conditions are met:

1. Your accidental death occurred more than 75 miles from your principal residence.
2. One or more persons have incurred expenses for the preparation and transportation of your remains to a mortuary for burial.

We will pay an additional benefit toward reimbursement of the expenses incurred by the person or persons who incurred them preparing and transporting your remains to a mortuary for burial. The total amount of the additional benefit for repatriation of remains will not be more than \$5,000.

#### **ADDITIONAL BENEFIT FOR USING A SEAT BELT**

##### ***Member Only***

This additional benefit is payable for your loss of life if a benefit is payable for the loss under the other terms of this Optional Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. But, this benefit is payable only if all of these conditions are met:

1. You were a driver or passenger in a motor vehicle.
2. The motor vehicle you were riding in was being operated by a licensed driver.

3. The driver of the motor vehicle you were riding in was not:
  - a. Intoxicated;
  - b. Impaired; or
  - c. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas, fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as it now exists or may be amended from time to time.

Intoxication and impairment will be determined by the laws of the state where the accidental *injury* was sustained. For the purpose of this part, it is not necessary for a person to be convicted of being intoxicated, impaired, or under the influence to prove such a condition existed.

4. At the time of the accident, you were using an unaltered seat belt or lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration, which had been properly installed according to the manufacturer's specifications.
5. Conclusive proof, such as a police accident report, is provided that the belt or restraint was being worn by you at the time of the accident.

The additional amount payable is equal to 10% of your full amount of insurance under this coverage, but, not more than \$15,000.

#### **ADDITIONAL BENEFIT FOR HAVING AN AIR BAG**

##### ***Member Only***

This additional benefit is payable for your loss of life if a benefit is payable for the loss under the other terms of this Optional Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. But, this benefit is payable only if all of these conditions are met:

1. You were a driver or passenger in a motor vehicle.
2. The motor vehicle you were riding in was being operated by a licensed driver.
3. The driver of the motor vehicle you were riding in was not:
  - a. Intoxicated;
  - b. Impaired; or
  - c. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas, fumes, poison or any other controlled

substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as it now exists or may be amended from time to time.

Intoxication and impairment will be determined by the laws of the state where the accidental *injury* was sustained. For the purpose of this part, it is not necessary for a person to be convicted of being intoxicated, impaired, or under the influence to prove such a condition existed.

4. At the time of the accident, you were riding in a vehicle with an unaltered air bag approved by the National Highway Traffic Safety Administration, which had been properly installed according to the manufacturer's specifications.
5. Conclusive proof, such as a police accident report, is provided that the air bag was operational at the time of the accident.

The additional amount payable is equal to 10% of your full amount of insurance under this coverage, but, not more than \$10,000.

#### **ADDITIONAL BENEFIT FOR YOUR CHILDREN'S EDUCATION**

##### ***Member Only***

We will pay an additional benefit for the education of certain of your *children* if a benefit is payable for your loss of life under the other terms of this Optional Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. This benefit is payable only if, at your death, you have a *child* who is:

1. A full-time student in a *college or technical school* program; or
2. In the 12th grade of high school and will become a full-time student in a *college or technical school* program within 12 months of your death.

The additional amount payable to a *child* is the lowest of the following amounts:

- 5% of your full amount of insurance under this coverage for each *child*;
- \$5,000 per year for each *child*;
- \$40,000 for all of your qualified *children* and all years;
- The amount of expense actually incurred.

This additional benefit will not exceed a maximum of 4 years, which must run consecutively from the date of your death, with respect to any one *child*.



The initial benefit installment will be paid when your *child* provides written proof that he or she is a full-time student in a *college or technical school* program. Subsequent installments will be made each year provided your *child* continues to provide written proof that he or she is still a full-time student in a *college or technical school* program. The benefit will not be paid for expenses incurred prior to your death, or for room, board or other ordinary living, traveling or clothing expenses. If your *child* is a minor, your *child's* legal guardian may file due written proof that your child is a full-time student in a *college or technical school* program. Payment to the legal guardian will discharge our responsibility with respect to the amount so paid.

## **BENEFICIARY**

Unless you have made an assignment which limits your right to do so (see GENERAL PROVISIONS: ASSIGNMENT), you alone have the right to name your "*beneficiary*". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the *group* for entry in the *plan's* records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit we may have already paid will be deducted from the amount payable to the new *beneficiary*.

If you name more than one person to share any death benefit, you should tell how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any *beneficiary* cease if he or she dies before you do.

## **Alternate Payment Provisions**

If there is no living beneficiary when your death occurs, or none has been named, the insurer may at its option: (a) pay the benefit to your then-living spouse or domestic partner; or (b) if there is no living spouse or domestic partner, pay equal shares of the benefit to your then-living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living; or (d) if there are no direct parents then living, pay the benefit in equal shares to your then living siblings; or (e) if none of the foregoing apply, the death benefit will be paid to the executors or administrators of your estate.

## **NO RIGHT TO CONVERT**

If your Optional Accidental Death and Dismemberment Insurance ceases or is reduced, you cannot "convert" that group insurance to an individual policy.

## DEPENDENTS OPTIONAL LIFE INSURANCE

### DEATH BENEFIT

We will pay a benefit upon the death of a *family member* for whom you have insurance under this coverage. This death benefit is payable to you when we receive due written proof of the *family member's* death. The required claim forms will be provided by the *group* or us. The Summary of Benefits of this certificate shows the amount of death benefit to be paid.

*Family members* are defined in the HOW COVERAGE BEGINS AND ENDS section of this certificate.

### ACCELERATED DEATH BENEFIT – for your Spouse/Domestic Partner

The *policy* provides an accelerated death benefit. You may elect to receive a portion of your spouse's/domestic partner's life insurance benefit while your spouse/domestic partner is still living. This accelerated death benefit will be paid, provided:

1. You are in a class eligible for this benefit as shown in the SUMMARY OF BENEFITS;
2. You elect the benefit in writing on the form provided by us;
3. You submit to us written certification from a *physician* that your spouse/domestic partner has a life expectancy of 12 months or less, and we approve this certification.

We reserve the right to have your spouse/domestic partner examined by one or more *physicians* of our choice in connection with your claim for an accelerated death benefit. Such an examination will be done at our expense.

See the SUMMARY OF BENEFITS in this certificate to determine the maximum amount of accelerated death benefit you may elect.

### Payment Provisions

The accelerated death benefit must be paid to you during your spouse's/domestic partner's lifetime. You may elect less than the maximum benefit, but you can receive an accelerated death benefit only once. Payment will be made in one lump sum to you. If you have received an accelerated death benefit and then your spouse/domestic partner recovers from the qualifying condition, you will not be required to refund the benefit paid to you.

### **Effect of Payment on Other Benefits**

The amount of your spouse's/domestic partner's life insurance will be reduced by the amount of accelerated death benefit paid to you. The remaining life insurance benefit, if any, will be paid in accordance with the terms of the *policy*. Any amount of life insurance you may have a right to convert, as explained later in this coverage, will be reduced by the amount of accelerated death benefit paid to you. The accelerated death benefit paid to you does not affect the amount of your spouse's/domestic partner's accidental death and dismemberment insurance.

### **Payment of Premium**

Premium payments must continue, and will be based on the reduced amount of your spouse's/domestic partner's life insurance.

When the *group* stops paying premium for your spouse/domestic partner, you are no longer eligible for an accelerated death benefit unless:

1. Your spouse's/domestic partner's *physician* certifies that the qualifying condition was present before the date that premium payments ceased;
2. The *physician* certifies that your spouse/domestic partner has a life expectancy of 12 months or less from the date that premium payments ceased; and
3. You apply for an accelerated death benefit within 31 days from the date that premium payments ceased.

### **Exclusions**

The accelerated death benefit will not be paid if:

1. You submit written certification from your *physician* that your spouse/domestic partner has a life expectancy of 12 months or less, and we disapprove this certification;
2. The reason for your spouse's/domestic partner's life expectancy being 12 months or less is due to:
  - a. Your spouse's/domestic partner's attempted suicide, while sane or insane; or
  - b. Your spouse's/domestic partner's intentionally self-inflicted injury;
3. You have received an accelerated death benefit under the *policy*;
4. You are required by law or court order to use your life insurance benefit to meet the claims of creditors, whether in bankruptcy or otherwise;

5. You have assigned your rights under the Dependent Optional Life Insurance coverage to an assignee or an irrevocable *beneficiary*, and we have not received consent, in writing, that the assignee or irrevocable *beneficiary* has agreed to payment of the accelerated death benefit to you.

### **RIGHT TO CONVERT**

If a *family member's* life insurance under the group policy ceases, he or she could have a right to "convert" that group insurance to an individual policy. This section tells when the *family member* may acquire that right.

**Note that prompt application is required at that time.**

### **Ceasing Qualification For Group Coverage**

A *family member* can obtain an individual policy of life insurance if his or her group life insurance under the *policy* ceases for certain reasons. Those reasons are:

1. your death or termination of *your Eligible Status*;
2. your transfer to an ineligible class of *members*;
3. your insured *spouse's* divorce or annulment of marriage;
4. the end of your insured *domestic partner's* domestic partnership with you; or
5. your insured child ceases to be a *family member*.

Health evidence of the *family member* will not be required. But the *family member* must apply in writing and pay the first premium to us within 31 days after his or her insurance ceased. If the *family member* is a minor or otherwise legally unable to apply, you or another legal guardian may apply on the dependent's behalf.

The individual policy will insure the *family member* only and will not include disability benefits. The policy shall be one of the forms then normally being issued by us except term insurance.

At the *family member's* option, the amount of the policy may equal or be less than his or her Dependent Optional Life Insurance that ceased under the *policy*. The premium will be determined by the form and amount of the dependent's policy, as well as his or her class of risk and age on its effective date.

### **Group Policy Termination Or Change**

A *family member's* life insurance under the *policy* may cease because:

1. the *policy* is terminated; or
2. the *policy* is changed to exclude your class of *members*.

In such event, the *family member* has the right to obtain an individual policy of life insurance under certain conditions. One condition is that the *family member* has been insured by this coverage for at least five years. The other condition is that his or her dependent life insurance was not fully replaced by this or another group insurance plan within the next 31 days. If both of these conditions are met, all other terms of this RIGHT TO CONVERT provision will apply as though your *Eligible Status* had terminated; but the amount of the *family member's* individual policy will not exceed \$2,000.00.

#### **Death While Eligible To Convert**

Any individual policy issued to a *family member* under this RIGHT TO CONVERT will become effective at the end of the 31-day period allowed for him or her to apply. If the *family member* should die during that 31 days, a death benefit will be paid by the *policy*. This is true regardless of whether or not the *family member* applied for an individual policy. The amount of benefit payable will be the full amount he or she was entitled to convert.

If the *family member* has applied for a policy under this RIGHT TO CONVERT, the benefit will be payable to the *beneficiary* he or she named. Otherwise, the benefit will be paid to you. But if the payee was not living when the *family member's* death occurred, the benefit will be paid to the *family member's* estate.

## **DEPENDENTS OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **ACCIDENTAL DEATH BENEFIT**

We will pay a benefit if your dependent's death occurs under these conditions:

1. the death is a result of your dependent's accidental *injury*; and
2. the *injury* occurred while your dependent was insured by this coverage; and
3. the death occurred within 365 days of the *injury*.

This accidental death benefit will be paid when we receive due written proof that your death occurred under the conditions stated in this section. The benefit will be paid to you, the insured *member*. This benefit is the "full amount" of your Dependent Optional Accidental Death and Dismemberment Insurance in effect under the terms of the SUMMARY OF BENEFITS of this certificate on the date the accident occurred.

### **BENEFIT FOR LOSS OF FINGERS, HAND, FOOT, HEARING, SPEECH OR SIGHT OR LOSS OF USE DUE TO QUADRIPLEGIA, PARAPLEGIA, HEMIPLEGIA OR UNIPLEGIA**

We will pay a benefit if your dependent incurs the permanent loss of a finger, hand, foot, hearing, speech, or sight or loss of use due to paralysis of the arms and/or legs under these conditions:

1. The loss is a result of your dependent's accidental *injury* which occurred while your dependent was insured by this coverage; and
2. The loss occurred within 365 days of the *injury*; and
3. An accidental death benefit is not payable by this coverage for the same accident.

The benefit will be paid to you, the insured *member*, when we receive due written proof of a loss as specified in this section. Your "full amount" of Dependent Optional Accidental Death and Dismemberment Insurance will be determined under the terms of the SUMMARY OF BENEFITS of this booklet as of the date the accident occurred. The benefit to be paid is that full amount or a fraction of it as shown in the schedule below. Payment will be made for each loss without regard to prior losses. But, the total benefit to be paid for two or more losses in any one accident will not exceed your full amount of Dependent Optional Accidental Death and Dismemberment Insurance under the *policy* on the date the accident occurred.

## **SCHEDULE OF LOSSES AND BENEFITS**

Your dependent's full amount of coverage is payable for:

- The permanent loss of both hands; or
- The permanent loss of both feet; or
- The permanent loss of sight of both eyes; or
- The permanent loss of one hand and sight of one eye; or
- The permanent loss of one foot and sight of one eye; or
- The permanent loss of one hand and one foot; or
- The permanent loss of hearing and speech; or
- Quadriplegia; or
- Paraplegia; or
- Hemiplegia.

One-half of your dependent's full amount is payable for:

- The permanent loss of one hand; or
- The permanent loss of one foot; or
- The permanent loss of sight of one eye; or
- The permanent loss of hearing in both ears; or
- The permanent loss of speech.

One-quarter of your dependent's full amount is payable for:

- The permanent loss of thumb and index finger of same hand; or
- The permanent loss of thumbs of both hands; or
- The permanent loss of all four fingers of one hand; or
- Uniplegia.

One-eighth of your dependent's full amount is payable for:

- The permanent loss of the toes of one foot.

Reference to loss of a hand means severance at or above the wrist.  
Reference to loss of a foot means severance at or above the ankle.  
Reference to loss of sight means total loss of sight which cannot be recovered.

Reference to loss of hearing means total loss of hearing which cannot be recovered.

Reference to loss of speech means total loss of speech which cannot be recovered.

Reference to loss of thumb and index finger or all four fingers of one hand means severance at or above the metacarpophalangeal joints.

Reference of loss of toes of one foot means severance at or above the metatarsophalangeal joints.

Reference to quadriplegia means total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to paraplegia means total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to hemiplegia means total paralysis of upper and lower on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to uniplegia means total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

## **EXCLUSIONS**

No benefit will be paid by this coverage for a death or loss that results from, or that is caused directly, wholly or partly by:

1. A bodily or mental infirmity or an illness or mental illness of any kind;
2. Medical or surgical treatment of illness, or diagnostic or preventive care whether the loss results directly or indirectly from the treatment (unless the treatment or care is provided in connection with a loss);
3. Any infection, unless it is pyogenic and occurs through and at the time of an accidental cut or wound;
4. Poisoning in any form, including, but not limited to, ingestion or inhalation of gas, fumes, chemicals, drugs, alcohol or any combination thereof;
5. Suicide or attempted suicide, while sane or insane;
6. Intentional self-injury while sane or insane;
7. Commission of, or attempt to commit, an assault or felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
8. A war, or any act of war;

“War” means declared or undeclared war and includes resistance to armed aggression.

9. Participation in a riot or violent disorder;

“Riot” means all forms of public violence, disorder, or disturbance of the public peace by three or more persons assembled together. It does not matter whether there was common intent or not, and it does not matter whether or not damage to person or property or unlawful act was the intent or the consequence of such disorder.

10. Being under the influence of any drug or substance. Conviction is not necessary for determination of being under the influence. This does not apply if your dependent is using a drug or substance prescribed for your dependent by a *physician*.



“Drug or substance” means any drug, narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as such act now exists, or is amended from time to time.

11. Being intoxicated. Conviction is not necessary for determination of being intoxicated;

“Intoxicated” means being legally intoxicated as determined by the laws of the jurisdiction where the accident occurred.

12. Movement on or above the ground by means of an aircraft, or descent from or with a moving aircraft. This item 12. applies only if:

- a. Your dependent has any duties aboard the aircraft that relate in any way to that aircraft or its operation, equipment, passengers, or crew; or
- b. Your dependent is giving or receiving training for any of those duties aboard that aircraft.

“Aircraft” means any kind of vehicle or device designed for travel or other movement in or beyond the earth’s atmosphere.

13. Taking part in the sports of parachute jumping, sky diving or hang gliding.

14. Riding, driving, or testing a motorized vehicle used in a race or speed contest.

15. Any period while your dependent is confined to a penal or correctional institution.

16. Any Loss or Injury which occurs while in the course of operating any Motorized Vehicle:

- a. While your dependent is under the influence of any intoxicant or drug whether or not prescribed by a physician; or
- b. If your dependent’s blood alcohol concentration is in excess of the legal limit in the state in which the Accident or Injury occurred.

“Motorized Vehicle” for the purpose of this provision means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV’s, snow mobiles; tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. “Motorized Vehicle” does not include a medically necessary motorized wheelchair.

17. Any Loss or Injury as a result of autoerotic asphyxiation.

**NO RIGHT TO CONVERT**

If your Dependent Optional Accidental Death and Dismemberment Insurance ceases or is reduced, you cannot "convert" that group insurance to an individual policy.

## HOW COVERAGE BEGINS AND ENDS

### HOW COVERAGE BEGINS

#### ELIGIBLE STATUS

**Insured Members.** Insured *Member* means a person who meets the requirements for eligibility to enroll in the plan according to the terms and conditions of the Long-Term Care Workers Health Trust Fund for the Service Employees International Union (SEIU) Local 2015 (the group). For specific information about eligibility rules for coverage, please contact the group.

**Family Members.** The following are eligible to enroll as *family members*:  
(a) Either the *member's spouse or domestic partner*; and (b) a *child*.

#### Definition of Family Member

1. **Spouse** is the *member's spouse* under a legally valid marriage. Spouse does not include any person who is: (a) covered as an *insured member*; or (b) in active service in the armed forces.
2. **Domestic partner** is the *member's domestic partner* under a legally registered and valid domestic partnership. Domestic partner does not include any person who is: (a) covered as an *insured member*; or (b) in active service in the armed forces.
3. **Child** is the *member's, spouse's or domestic partner's* natural child, stepchild, legally adopted child, or a child for whom the *member, spouse, or domestic partner* has been appointed legal guardian by a court of law, subject to the following:
  - a. The child is 15 days but under 26 years of age.
  - b. A child who is in the process of being adopted is considered a legally adopted child if we receive legal evidence of both: (i) the intent to adopt; and (ii) that the *member, spouse or domestic partner* have assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child's adoption.
  - c. The term "child" does not include: (i) any person who is covered as a *member*; or (ii) any person who is in active service in the armed forces.
  - d. A child for whom the *member, spouse or domestic partner* is a legal guardian is considered eligible on the date of the court decree (the "eligibility date"). We must receive legal evidence of the decree.
  - e. If both parents are covered as *members*, their children may be covered as the *family members* of either, but not of both.

## ELIGIBILITY DATE

### **For Members:**

*Members* become eligible for coverage as follows:

- on the first of the month following the date of application, with respect to *members* who elect coverage on the 1st through the 15th day of the month; or
- on the first of the second month following the date of application, with respect to *members* who elect coverage on the 16th through the last day of the month.

These are the "waiting" periods.

**For Family Members:** You become eligible for coverage on the later of: (a) the date the *member* becomes eligible for coverage; or, (b) the date you meet the *family member* definition.

## APPLICATION FOR ENROLLMENT

To enroll as a *member*, or to enroll *family members*, you must properly file an application. An application is considered properly filed, only if it is personally signed, dated, and given to the *group*. If you do not properly file your application, your coverage may be denied.

## EFFECTIVE DATE

### **Your Effective Date**

Your effective date of coverage is subject to following requirements. If these requirements have been met, the date you become covered is your eligibility date.

Requirements referred to above:

1. You are eligible to be an *insured member*;
2. Your class is included for that insurance;
3. Your insurance is not being delayed under the DELAY OF EFFECTIVE DATE section below; and
4. That insurance coverage is part of the *policy*.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

## Your Family Members Effective Date

Your coverage for *family members* will begin on the later of: (a) the date your coverage begins, or (b) the first day of the month after the *family member* becomes eligible; and these requirements have been met.

Requirements referred to above:

1. You are in a class eligible for that insurance.
2. You are insured for Optional Life and Accidental Death and Dismemberment Insurance of the *policy*.
3. Your insurance for that *family member* is not being delayed under the DELAY OF EFFECTIVE DATE section below.
4. Dependents insurance under that coverage is part of the *policy*.

You must enroll on a form approved by us and agree to pay the required contributions.

At any time, the *dependents insurance* benefits for which you are insured are those for your class, unless otherwise stated.

**Change in Family Status.** It is important that you inform the *group* promptly when you first acquire a *family member*. You should also inform the group if your dependents insurance status changes from one to another of these categories:

- No *family members*.
- *Family members*.

Forms are available for reporting these changes.

## DELAY OF EFFECTIVE DATE

### For *Member Insurance*

Your insurance under a coverage will be delayed if you are not a *member in Eligible Status* on the day your insurance would otherwise begin. Instead, it will begin on the first day you meet the *member in Eligible Status* requirement and other requirements for the insurance. The same delay provision will apply to any change in your insurance that is subject to this section. If you do not meet the *member in Eligible Status requirement* on the day that change would take effect, it will take effect on the first day you meet that requirement.

## For Dependents Insurance

A *family member* may be confined for medical care or treatment, at home or elsewhere. If a *family member* is so confined on the day that your insurance under a coverage for that *family member*, or any change in that insurance that is subject to this section, would take effect, it will not then take effect. The insurance or change will take effect upon the *family member's* final medical release from all such confinement. The other requirements for the insurance or change must also be met.

**Important Note for Newborn and Newly-Adopted Children.** If the *insured member* (or *spouse* or *domestic partner*, if the *spouse* or *domestic partner* is enrolled) is already covered: (1) any *child* born to the *member*, *spouse* or *domestic partner* will be covered from 15 days of age; and (2) any *child* being adopted by the *member*, *spouse* or *domestic partner* will be covered from the later of the date on which: (a) the *child* is 15 days of age; or (b) the *member*, *spouse* or *domestic partner* assumed a legal obligation for full or partial financial responsibility for the *child* in anticipation of the *child's* adoption.

## HOW COVERAGE ENDS

Your coverage ends, without notice from us, as provided below:

1. If the *policy* terminates, your coverage ends at the same time. The *policy* may be canceled or changed without notice to you.
2. If the *group* no longer provides coverage for the class of *insured persons* to which you belong, your coverage ends on the effective date of that change. If this *policy* is amended to delete coverage for *family members*, a *family member's* coverage ends on the effective date of that change.
3. Coverage for *family members* ends when the *member's* coverage ends.
4. Coverage ends at the end of the period for which premium has been paid to us on your behalf when the required premium for the next period is not paid.
5. If you voluntarily cancel coverage at any time, coverage ends on the premium due date coinciding with or following the date of voluntary cancellation, as provided by written notice to us.
6. If you no longer meet the requirements set forth in the "Eligible Status" provision of HOW COVERAGE BEGINS, your coverage ends as of the premium due date coinciding with or following the date you cease to meet such requirements.

### Exceptions to Item 6:

**Handicapped Children.** If a *child* reaches the age limit shown in the "Eligible Status" provision of this section, the *child* will continue to qualify as a *family member* if he or she is (i) covered under this *plan*, (ii) chiefly dependent on the *insured member*, *spouse* or *domestic partner*, and (iii) incapable of self-sustaining employment due to a physical handicap or mental retardation. A *physician* must certify this disability in writing. We must receive the certification, at no expense to us, within 31 days of the date the *child* otherwise becomes ineligible. When a period of two years has passed, we may request proof of continuing dependency and disability, but not more often than once each year. This exception will last until the *child* is no longer handicapped or dependent on the *insured member*, *spouse* or *domestic partner* for financial support. A *child* is considered financially dependent if he or she qualifies as a dependent for federal income tax purposes.

**Note:** If a marriage or domestic partnership terminates, the *member* must give or send to the *group* written notice of the termination. Coverage for a former *spouse* or *domestic partner*, and their dependent *children*, if any, ends according to the "Eligible Status" provisions. If Anthem Blue Cross Life and Health suffers a loss because of the *member* failing to notify the *group* of the termination of their marriage or domestic partnership, Anthem Blue Cross Life and Health may seek recovery from the *member* for any actual loss resulting thereby. Failure to provide written notice to the *group* will not delay or prevent termination of the marriage or domestic partnership. If the *member* notifies the *group* in writing to cancel coverage for a former *spouse* or *domestic partner* and the *children* of the *spouse* or *domestic partner*, if any, immediately upon termination of the *member's* marriage or domestic partnership, such notice will be considered compliance with the requirements of this provision.

You may also be entitled to continued benefits under terms which are specified elsewhere under OPTIONAL LIFE INSURANCE: TOTAL DISABILITY PREMIUM WAIVER and RIGHT TO CONVERT.

In addition, you may be entitled to continued benefits for your *family members* under terms which are specified elsewhere under DEPENDENTS OPTIONAL LIFE INSURANCE: RIGHT TO CONVERT.

## Portability of Insurance

The Total Disability Premium Waiver and Right to Convert provisions under any coverage of the plan do not apply to any insurance continued under this provision.

### Benefit

Portability of insurance is the continuation of some or all of the *plan's* coverages after termination of your Eligible Status while the Policy is in force. The premium for the portable coverage will be determined by the coverage/policy type, your and your insured dependent's risk classification, our published rates in effect and your and your insured dependent's policy age at the time of application. Premium rates will increase annually on your date of birth. You must pay the Premium for the Portable coverage directly to Us. You must apply for, and be eligible for, this coverage pursuant to the following terms of this provision. Only the types of coverage listed below are available for the Portable coverage:

- Optional Life Insurance
- Dependents Optional Life Insurance
- Optional Accidental Death and Dismemberment Insurance
- Optional Accidental Death and Dismemberment for your *spouse/domestic partner*

Portable coverage is not available for Dependent Optional Accidental Death and Dismemberment Insurance for your Children.

### Definitions for Portability provision:

**Disability**, for the purposes of this provision, means that you are unable to work and are unable to perform the substantial and material duties of any occupation for which you are qualified by education, training or experience.

**Group Portable Insurance Trust Policy** means the trust policy under which the Portable coverage is issued. Provisions of the Portable Insurance Trust Policy may differ from the provisions of the *group's policy*.

**Period of grace** with respect to payment of each premium will be 31 days after the date on which it is due. The Portable coverage will remain in force during the Period of grace unless terminated in accordance with the termination of policy provision. In any event, premiums are payable for any period of grace during which the Portable coverage continues in force.

**Retirement Date** means the date you or your *spouse or domestic partner* begin receiving retirement benefits which you are eligible to



receive as a result of past employment, whether or not the retirement benefits were funded in whole or in part by a previous employer. This also includes retirement income from any federal, state, municipal or association plan, or you attain normal retirement age under the 1983 United States Social Security Act, and any amendments thereto.

**Policy Age** means your or your insured dependent's age calculated by subtracting the year of your or your insured dependent's birth from the current year as of the date of your or your insured dependent's election.

**Portable coverage** is the insurance coverage provided, if applicable, by the Portability of Insurance provision.

#### **Who May Become Insured**

You must satisfy all of the following conditions in order to elect Portable coverage:

- You and your insured dependents were insured by us for at least 12 months.
- Your and your Insured Dependent's Optional Life Insurance provided by the other terms of the *policy* has terminated due to termination of your *Eligible Status* and prior to any termination of your class of coverage or of the *policy*.
- You and your insured dependents are under 65 years of age.
- You did not terminate your *Eligible Status* due to a Disability and you have not attained your Retirement Date.
- Your *insured dependents* will also be allowed to apply for Portable coverage so long as you elect Portable coverage and the family member(s), have not attained their Retirement Date, and are otherwise eligible under the Eligible Status Definition of *family member*.

#### **How and When Your and Your Insured Dependent's Insurance Will Continue**

You must elect by written application to continue coverage under this provision and the Group Portable Insurance Trust Policy within the 31-day period immediately following the date on which your and your insured dependent's insurance terminated.

If the premium and application are received by us within this period, Portable coverage will take effect on the 32nd day immediately following the date of termination.

An application to become insured must be completed on a form approved for that purpose by us. It must be received by us at Our Administrative Office within the 31-day time period.

### **Amount of Portable Coverage**

Your amount of Portable coverage will be no more than 100% of the amount of insurance in effect on the date you or your insured dependents are eligible under this provision less any amount converted under the Conversion provision.

You and your insured dependents may not increase or decrease the amount of Portable coverage after your election.

The amount of insurance and benefits applicable to you and your insured dependents will be shown on the coverage statement that we will issue to you.

No amount or type of coverage will be eligible to be continued under this Portability option unless such amount and type of coverage is elected on the initial written application for Portable coverage. No amount or type of coverage may be included in the Portable coverage if you were not insured for the same amount and type of coverage at the time your *Eligible Status* under the *policy* terminated and you became eligible for Portable coverage.

### **Premium Rate Changes for Portable Coverage**

We may change premium rates for Portable coverage at any time for reasons which affect our risk assumed, including but not limited to the following:

- Changes occur in the coverage levels.
- Changes occur in the overall use of benefits by all Insureds.
- Changes occur in other risk factors.
- A new law or change in existing law occurs which affects the risk assumed.

The change in premium rates will be made on a class basis according to our underwriting risk assessments. We will notify you in writing at least 31 days before a premium rate is changed.

### **When Portable Coverage and Portable Coverage Eligibility Ends**

Any Portable coverage in effect, and all eligibility for new Portable coverage ends on the earliest date shown below:

- On the last day of the period for which premiums have been paid in accordance with the Period of grace.
- On the day before you enter active full-time service in any naval, military or air force.
- On the date on which you request, in writing, to have the insurance terminated.
- On the date the Insured attains his or her Retirement Date.
- On the date of the Insured's 70th birthday.
- On the date of the termination of the Group Portable Insurance Trust Policy.

In addition to the above, any dependent's Portable coverage in effect, and all eligibility for new dependent Portable coverage ends on the earliest date shown below:

- On the date on which you ask to have the insurance on your dependents terminated.
- On the date on which the dependent's insurance under the Policy is no longer in force.
- When the dependent ceases to be an eligible dependent as defined in the Group Portable Insurance Trust Policy.
- On termination of your insurance under the Group Portable Insurance Trust Policy.
- Upon Your death.

The Insured or the Insured's legal representative must notify us in writing within 31 days after the date on which an event described above occurs.

Portable coverage that has been terminated cannot be reinstated. The Insured may have the right to convert his or her Life Insurance coverage as described in the Group Portable Insurance Trust Policy.

If you elect Portable coverage and you again become a *member in Eligible Status*, your and your insured dependent's Portable coverage will end when you become eligible under the *group's policy*.

## GENERAL PROVISIONS

### ASSIGNMENT

You may wish to assign ownership of any death benefits to someone else. The *policy* allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance; and (c) any accidental death insurance under this plan. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named. We will not decide if an assignment does what it is intended to do. We assume no liability for the validity of any assignment and may rely solely on the assignee's statement as to his interest. Any such assignment will take effect for us only on the date it is received at our Home Office.

This paragraph applies only to insurance for which you had the right to choose a beneficiary, when you have assigned that right. If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no beneficiary chosen by the assignee, it will be payable to:

1. The assignee, if living; or
2. The estate of the assignee, if the assignee is not living.

It will not be payable as stated in the BENEFICIARY section.

### CLAIM PROVISIONS

**Notice of Claim.** You, or someone on your behalf, must give us written notice of a claim within 20 days after you incur a loss under this plan, or as soon as reasonably possible thereafter.

**Claim Forms.** After we receive a written notice of claim, we will give you any forms you need to file proof of loss. If we do not give you these forms within 15 days after you have filed your notice of claim, you will not have to use these forms, and you may file proof of loss by sending us written proof of the occurrence giving rise to the claim. Such written proof must include the extent and character of the loss.

**Proof of Loss.** You must send us properly and fully completed claim forms within 90 days of the date you receive the service or supply for which a claim is made. If it is not reasonably possible to submit the claim within that time frame, the claim will still be considered valid if the proof is submitted as soon as reasonably possible. Except in the absence of legal capacity, we are not liable for the benefits of the *plan* if you do not file claims within the required time period. We will not be liable for benefits if we do not receive written proof of loss on time.

**Timely Payment of Claims.** Any benefits due under this *plan* shall be due once we have received proper, written proof of loss, together with such reasonably necessary additional information we may require to determine our obligation.

**Physical Examination.** At our expense, we have the right and opportunity to examine any *insured person* claiming benefits when and as often as reasonably necessary while a claim is pending.

**Legal Actions.** No attempt to recover on the plan through legal or equity action may be made until at least 60 days after the written proof of loss has been furnished as required by this plan. No such action may be started later than three years from the time written proof of loss is required to be furnished.

#### **WORKERS' COMPENSATION INSURANCE**

The *policy* does not affect any requirement for coverage by workers' compensation insurance. It also does not replace that insurance.

#### **ENTIRE POLICY**

This certificate, including any amendments and endorsements to it, is a summary of your benefits. It replaces any older certificates issued to you for the coverages described in the SUMMARY OF BENEFITS. All benefits are subject in every way to the entire *policy* which includes this certificate. The terms of the *policy* may be changed only by a written endorsement signed by one of our authorized officers. No agent or employee has any authority to change any of the terms, or waive the provisions of, the *policy*.

#### **LIABILITY FOR STATEMENTS**

This limits our use of your statements in contesting an amount of an insurance for which you are insured. These are statements made to persuade us to effect an amount of insurance or accept you for insurance. They will be considered to be made, in the absence of fraud, to the best of your knowledge and belief. These provisions apply to each statement:

1. It will not be used in a contest to avoid or reduce that amount of insurance unless:
  - a. It is a written application signed by you; and
  - b. A copy of that application is or has been furnished to you or your *beneficiary*.

2. It will not be used:
  - a. If it relates to a claim, in the contest after that amount of insurance has been in force, before the contest, for at least two years during your lifetime.
  - b. If it relates to your insurability, to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.

#### **MISSTATEMENT OF AGE**

If the age of any *insured person* has been misstated, the premium may be adjusted. If the amount of insurance would be affected by such misstatement, it will be changed to the amount the *insured person* would have had at the correct age. The premium will be based on the correct age and amount.

## DEFINITIONS

The meanings of key terms used in this certificate are shown below. Whenever any of the key terms shown below appear, it will appear in italicized letters. When any of the terms below are italicized in your certificate, you should refer to this section.

**Anthem Blue Cross Life and Health Insurance Company (Anthem Blue Cross Life and Health)** is the company which insures the benefits of the *plan*.

**Beneficiary** means a person or entity named, in a form and manner approved by us, to receive benefits for loss of life.

**Child** meets the *plan's* eligibility requirements for children as outlined under HOW COVERAGE BEGINS AND ENDS.

**College or technical school** means a properly accredited two year community college, four year college or university, or an accredited post-high school trade or technical school.

**Contributory Insurance; non-contributory insurance.** Contributory insurance is insurance for which the *group* has the right to require your contributions. Non-contributory insurance is insurance for which the *group* does not have the right to require your contributions. The Summary of Benefits shows whether insurance under a coverage is *contributory insurance* or *non-contributory insurance*.

**Dependents insurance** means insurance on the person of a *family member*.

**Domestic partner** meets the *plan's* eligibility requirements for domestic partners as outlined under HOW COVERAGE BEGINS AND ENDS: HOW COVERAGE BEGINS.

**Effective date** is the date your coverage begins under this *plan*.

**Member in eligible status** is a person who meets the requirements for eligibility to enroll in the plan according to the terms and conditions of the Long-Term Care Workers Health Trust Fund for the Service Employees International Union (SEIU) Local 2015 (the *group*).

**Member insurance** means insurance on the person of a *member*.

**Group** is defined as the Service Employees International Union (SEIU) Local 2015 Long Term-Care Workers Health Trust Fund, the business entity to which we have issued this policy.

**Illness** is any disorder of the body or mind of an *insured person*, but, not an *injury*; pregnancy, of an *insured person*, including abortion, miscarriage or childbirth.

**Injury** is physical harm to the body of an *insured person*. Injury does not include illness or infection (unless it is pyogenic and occurs through and at the time of an accidental cut or wound).

**Insured member (member)** is the primary insured; that is, the person who is allowed to enroll under this *plan* for himself or herself and his or her eligible *family members*.

**Insured family member (family member)** meets the *plan's* eligibility requirements for family members as outlined under HOW COVERAGE BEGINS AND ENDS.

**Insured person** is the *insured member* or *insured family member*.

**Physician** means a licensed practitioner of the healing arts acting within the scope of their license.

**Plan** is the set of benefits described in this booklet and in the amendments to this booklet (if any). This plan is subject to the terms and conditions of the *policy* we have issued to the *group*. If changes are made to the plan, an amendment or revised booklet will be issued to the *group* for distribution to each *member* affected by the change. (The word "plan" here does not mean the same as "plan" as used in ERISA.)

**Policy** is the Group Policy we have issued to the *group*.

**Prior plan** is a plan sponsored by the *group* which was replaced by this *plan* within 60 days. You are considered covered under the prior plan if you: (1) were covered under the prior plan on the date that plan terminated; (2) properly enrolled for coverage under this *plan*; and (3) had coverage terminate solely due to the prior plan's termination.

**Spouse** meets the *plan's* eligibility requirements for spouses as outlined under HOW COVERAGE BEGINS AND ENDS.

**We (us, our)** refers to Anthem Blue Cross Life and Health Insurance Company.

**You (your)** refers to the *insured member* and *insured family members* who are enrolled for benefits under this *plan*.



## ERISA Information

### Required by the Employee Retirement Income Security Act (ERISA) of 1974

This information is included in this certificate at the request of the Plan (as identified below) and reflects information provided by the Plan.

<b>Name of Plan:</b>	SEIU Local 2015 Long Term Care Workers Health Plan
<b>Trust:</b>	SEIU Local 2015 Long Term Care Workers Health Trust Fund
<b>Trust Identification Number:</b>	47-4164197
<b>ERISA Plan Number:</b>	501
<b>Type of Plan:</b>	Welfare benefit plan organization through which benefits are provided for group Life and Accidental Death & Dismemberment benefits
<b>Type of Administration:</b>	Group Life and Accidental Death & Dismemberment Insurance
<b>Plan Administrator:</b>	Fickewirth Benefits Advisors
<b>Agent for Service of Legal Process:</b>	SEIU Local 2015 Long Term Care Workers Health Trust Fund
<b>Eligibility:</b>	A person who meets the requirements for eligibility to enroll in the plan according to the terms and conditions of the Long-Term Care Workers Health Trust Fund for the Service Employees International Union (SEIU) Local 2015 (the <i>group</i> ).
<b>ERISA Plan Year:</b>	December 1 through November 30
<b>Cost of Benefits:</b>	The premiums for this insurance plan are paid by members.

## **ERISA INFORMATION**

### **Statement of ERISA Rights**

The following statement is required by federal law and regulation:

As a participant of the SEIU Local 2015 Long Term Care Workers Health Trust Fund you are entitled to valuable financial protection that is provided by this plan. These benefits have been summarized and described for you in this Certificate so that you will have the facts you need for reference.

Your group health care benefits have been affected by The Employee Retirement Income Security Act of 1974 (ERISA) since September 2, 1974. ERISA was signed into law to provide additional protection of your rights under this plan. The law does not require a company to provide benefits, but it does set standards for any benefits a company wishes to offer. It also requires that you be fully informed of the benefits you can expect to receive and your rights under ERISA.

It is your right to know about your benefit plans in detail. Therefore, in addition to the information provided in this Certificate, you will receive each year – at no cost – a summary of the annual report of the plan’s financial activities. You can also review the various plan documents at your place of work or receive copies of them at reasonable cost, if you file a written request with the Plan Administrator.

You also have a right to expect that the people who are responsible for the activities of the plan, who are called fiduciaries, act prudently and in your best interest. The plan fiduciaries have always acted in this manner, and have a commitment to the company to continue to do so. They also have a commitment under ERISA to make up any losses they may cause the plan through any imprudence.

If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

There are steps you can take to enforce your rights. You have a right to file suit if:

- A fiduciary has misused funds;
- The company improperly denies you a benefit;
- The company fails to furnish within 30 days any documents you have requested in writing; or
- The company discriminates against you for asserting your rights.

We doubt that will ever happen, but the right to file suit and to get the Department of Labor to help you is yours. The court will decide who should pay court costs and legal fees and could require the Plan Administrator to provide materials you requested and pay you up to \$110 a day until you receive the materials. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

The company cannot dismiss you or discriminate against you to prevent you from obtaining benefits or exercising your rights under ERISA.

If you have any questions about this plan or your rights under ERISA, please contact the Plan Administrator who will be glad to help you. You can also obtain such information at the nearest Area Office of the U.S. Labor-Management Service Administration, Department of Labor.

## **CLAIMS DISCLOSURE NOTICE REQUIRED BY ERISA**

The certificate contains information on reporting claims, including the time limitations on submitting a claim. Claim forms may be obtained from the Plan Administrator or Anthem Blue Cross Life and Health. In addition to this information, if this plan is subject to ERISA, ERISA applies some additional claim procedure rules. The additional rules required by ERISA are set forth below. To the extent that the ERISA claim procedure rules are more beneficial to you, they will apply in place of any similar claim procedure rules included in the certificate. This Claims Disclosure Notice Required by ERISA is not a part of your certificate.

### **For Claims Other than Total Disability Premium Waiver**

Anthem Blue Cross Life and Health must notify you, within 90-days after they receive your claim for benefits, that they have it and what they determine your benefits to be. If they need more than 90-days to determine your benefits, due to reasons beyond their control, they must notify you within that 90-day period that they need more time to determine your benefits. But, in any case, even with an extension, they cannot take more than 180-days to determine your benefits.

If your claim is denied in whole or in part, you will receive a written notice of the denial within 90-days after Anthem Blue Cross Life and Health has all the information they need to process your claim, if the information is received in a timely manner. (The 90-day period may be extended up to a total of 180-days if they needed more time to process your claim for reasons beyond their control.) The written notice will explain the reason for the adverse benefit determination and the plan provisions upon which the adverse benefit determination was made. You have 60-days to appeal their adverse benefit determination. Your appeal must be in writing.

Within 60-days after they receive your appeal, they must notify you of their decision about it. Their notice to you or their decision will be in writing.

### **Claims for Total Disability Premium Waiver**

A decision for a Total Disability Premium Waiver claim will be made by Anthem Blue Cross Life and Health within 45 days of the date the claim is filed. Under special circumstances, this decision may take up to another 60 days. You will be notified and the reason for the delay will be explained to you. The decision will be sent to you in writing.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, upon request obtain copies of the claim file and other documents relevant to the decision without charge, and to appeal any denial, all within certain time schedules. If you do not understand our decision or you are not satisfied with it, you may request a review of the denied claim within 180 days of receipt of written notice that your claim has been denied. You may also review the pertinent documents and submit comments in writing.

A decision must be made within 45 days after the request for review is made, unless circumstances of the claim require an extension, in which event the decision will be made as soon as possible, but not longer than 90 days after the request for review is made.

The written notice will explain the reason for the adverse benefit determination and the specific Policy provisions, internal rules, guidelines, protocols, standards or other similar criteria of the Policy on which the decision was based, or a statement that none were used.

**Note: You, your beneficiary, or a duly authorized representative may appeal any denial of a claim for benefits** with Anthem Blue Cross Life and Health and request a review of the denial. In connection with such a request:

- Documents pertinent to the administration of the Plan may be reviewed free of charge; and
- Issues outlining the basis of the appeal may be submitted.

You may have representation throughout the appeal and review procedure.

# NOTICE OF PRIVACY PRACTICES

Note: The following Notice of Privacy Practices is not a part of Your Certificate of Coverage and does not modify your insured benefits.

## STATE NOTICE OF PRIVACY PRACTICES

We keep the health and financial information of our current and former members private as required by law, accreditation standards, and our rules. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by state law to give you this notice.

### Your Personal Information

We may collect, use, and share your nonpublic personal information (PI) as described in this notice. If we use or disclose PI for underwriting purposes, we are prohibited from using or disclosing PI that is genetic information of an individual for such purposes.

PI identifies a person and is often gathered in an insurance matter. Because PI is defined as any information that can be used to make judgments about your health, finances, character, habits, hobbies, reputation, career and credit, we take reasonable safety measures to protect the PI we have about you.

### Collection of Personal Information

We may collect PI about you. PI may be about your health. It may also be demographic, such as your name, address, and birth date or financial, such as your credit card number. In most cases, you are our most important source for this information. We may also collect or check PI by speaking to others, such as your doctor or hospital. We may also contact other insurance companies to whom you have applied. We collect PI about your dealings with us and others acting on our behalf. This includes data about claims, medical history, eligibility, and payment. We may collect this PI by letter, telephone, personal contact, or electronic request.

### Sharing Personal Information

Your PI is used to manage your coverage well. We do not share the PI of current or former members with others unless you tell us that it is OK for us to do so. We will only share PI without your OK when allowed by law. Here are some samples of when we may give PI to others:

- To third parties that do services for us. They must agree to protect your PI as required by law.
- To third parties so they can give us PI to determine eligibility for benefits or to spot or put a stop to criminal action, fraud, or misrepresentation.
- To our agents and brokers, other insurance companies, self-insured groups, or insurance support groups as needed to spot or put a stop to criminal action, fraud, or misrepresentation.
- To our agents and brokers, other insurance companies, self-insured groups, or insurance support groups as needed to give you the right service or to carry out an insurance matter that has to do with you or a covered member of your family. For example, we may share PI with another insurance company to help manage insurance benefits. In some states, the person who gets the information is not allowed to share it with others without your OK unless you are told about it ahead of time and are given a chance to find out if your PI was shared.

- To a doctor, hospital, or other medical provider to confirm coverage or benefits. To tell you about a medical problem that you may not be aware of. To carry out an operational or service audit.
- To insurance regulatory agencies.
- In response to a court order. This includes a search warrant or subpoena.
- To law enforcement or governmental authority to protect ourselves against an act of fraud, or if we reasonably believe that illegal activities have taken place.
- To industry and professional groups who carry out actuarial and research studies. Normally, the results of such studies benefit our members and the general public. That is why we would share data for that type of purpose. PI is removed to a point that it is still useful before sharing it with researchers. If it is shared, you will not be identified in any report that results from the research. All PI given to researchers is treated in a private manner.
- To your group health plan if reasonably needed to report claims experience or carry out an audit of our services. In some states, we are only allowed to give information on a group level (no PI) for these reasons.
- To a peer review group for review of the service or conduct of a doctor, hospital, or other medical provider.
- To a policyholder to give them information on the status of an insurance matter.
- To the government to decide your eligibility for health benefits if the government may be held responsible.
- To state governments to protect the public health and welfare. But only as needed to allow them to perform their duties when reporting is required or allowed by law.
- To an affiliate when it has to do with an audit of our company, or for marketing an insurance product or service. The affiliate must agree not to share the PI for any other reason or to those who are not affiliated. In some states, we may not share health care information for these reasons. In some states, we are required to get your OK in writing before we share any PI for these reasons.
- To a party to a sale, merger, or consolidation of all or part of our business. We can only share the PI reasonably needed to allow the person getting it to make business choices about the purchase. The person who gets the PI agrees not to share it with others unless allowed by state law.
- To a person who we know has a legal or beneficial interest in an insurance policy. No medical record information is shared unless allowed by state law. Only PI reasonably needed to allow such person to protect his or her interests in such policy is shared.
- To a non-affiliated party to market a product or service. In these cases, information that has to do with your medical records, character, habits, mode of living or reputation, is not shared. The non-affiliated party will only use the limited information to market the product or service. We will only share your information in this way if we gave you the chance to opt-out (see below). In some states we may only share your PI with third parties for marketing reasons if we get an OK in writing from you.
- As otherwise allowed or required by law.

Information obtained from a report prepared by an insurance support group may be kept by the group and made known to other persons. These groups are companies that routinely take part in gathering data about persons just to give the data to an insurance company.

### Opt-out Opportunity

If we take part in an activity that would require us to give you a chance to opt-out, we will contact you. We will tell you how you can let us know that you do not want us to use or share your PI for that activity.

### Your Rights

Under state law, you have a number of rights that have to do with your PI.

**Access.** You may ask for access to certain recorded PI that we can reasonably locate and get for you.

**Amendment.** You may ask us to correct, change, or delete recorded PI we have if you think it is wrong.

To ask for access or to change your PI, call Customer Service at the phone number printed on your ID card. They can give you the address to send the request. They can also give you any forms we have that may help you with this process. We will need your full name, address, date of birth, all ID numbers and details about what PI you want to access or change.

### How we protect information

We are dedicated to protecting your PI. We set up a number of policies and practices to help make sure this PI is kept secure.

We keep your oral, written, and electronic PI safe using physical, electronic, and procedural means. These safeguards follow federal and state laws. Some of the ways we keep your PI safe include offices that are kept secure, computers that need passwords, and locked storage areas and filing cabinets. We require our employees to protect PI through written policies and procedures. The policies limit access to PI to only those employees who need the data to do their job. Employees are also required to wear ID badges to help keep people who do not belong out of areas where sensitive data is kept. Also, where required by law, our affiliates and non-affiliates must protect the privacy of data we share in the normal course of business. They are not allowed to give personal information to others without your written OK, except as allowed by law.

### Complaints

If you think we have not protected your privacy, you can file a complaint with us. We will not take action against you for filing a complaint.

### Contact Information

Please call Customer Service at the phone number printed on your ID card. They can help you apply your rights, file a complaint, or talk with you about privacy issues.

### Copies and Changes

You have the right to get a new copy of this notice at any time. Even if you have agreed to get this notice by electronic means, you still have the right to a paper copy. We reserve the right to change this notice. A revised notice will apply to PI we already have about you as well as any we may get in the future. We are required by law to follow the privacy notice that is in effect at this time. We may tell you about any changes to our notice in a number of ways. We may tell you about the changes in a member newsletter or post them on our website. We may also mail you a letter to tell you about changes.

Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente que aparece al dorso de su tarjeta de identificación o en el folleto de inscripción.

This Notice is provided by Anthem Blue Cross Life and Health Insurance Company.

#### **BLUE CROSS AND BLUE SHIELD ASSOCIATION DISCLOSURE**

The group, on behalf of itself and its participants, hereby expressly acknowledges its understanding this policy constitutes a contract solely between the group and Anthem Blue Cross Life and Health which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Anthem Blue Cross Life and Health to use the Blue Cross Service Mark in the State of California, and that Anthem Blue Cross Life and Health is not contracting as the agent of the Association. The group, on behalf of itself and its insured members, acknowledges and agrees that it has not entered into this policy based upon representations by any person other than Anthem Blue Cross Life and Health and that no person, entity, or organization other than Anthem Blue Cross Life and Health shall be held accountable or liable to the group for any of its obligations to the group created under this policy. This provision shall not create any additional obligations whatsoever on the part of Anthem Blue Cross Life and Health other than those obligations created under the other provisions of this policy.



