



**ASSURANT**  
Employee  
Benefits

# Group Benefits

**Town Of Grand Chute**

**Life**



**CERTIFICATE OF  
GROUP INSURANCE**

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

Policyholder: Town Of Grand Chute

Group Policy Number: 4,016,809

Participation Number: 0

Effective Date: February 1, 2009.

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

A handwritten signature in black ink that reads "Michael J. Peninger". The signature is written in a cursive, slightly slanted style.

Executive Vice-President

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Union Security Insurance Company  
Customer Relations  
P.O. Box 419596  
Kansas City, Missouri 64141-9958

**800.733.7879**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873

or you can call 800.236.8517 outside of Madison or 266.0103 in Madison, and request a complaint form.

## SCHEDULE

### Life Insurance for You

1. If you have not reached age 70, your amount of insurance will be \$20,000.
2. If you have reached age 70, but not age 75, your amount of insurance will be 50% of the amount shown in 1 above.\*
3. If you have reached age 75 or more, your amount of insurance will be 50% of the amount shown in 2 above.\*

\* Your amount of insurance will be rounded to the next higher multiple of \$1,000, if not already an exact multiple. Any reduction will be subject to the other provisions of the *policy* and will also apply if your insurance is continued during *disability*.

However, the amount of *life insurance* may be limited by the Proof of Good Health provision.

**Maximum Amount Without Proof of Good Health:** \$20,000

Any reduction based on age will apply to the amount of insurance in force, taking into account the Proof of Good Health provision.

### Amount of Accelerated Benefit

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

### Amount of Accidental Death and Dismemberment Insurance

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

### Amount of Automobile Accident Benefit

The maximum amount of automobile accident benefit is equal to 20% of the amount of *accidental death and dismemberment insurance* in effect at the time of the loss.

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

**Change Date:** For changes in age, the Change Date will be the date of the change.

### Life Insurance for Your Dependents

<u>Class</u>	<u>Amount</u>
Spouse	\$2,000
Children	

**SCHEDULE (continued)**

Live birth but less than 6 months                      \$100

6 months but less than age 19  
or less than age 25 if a full-time student              \$1,000

The amount of insurance for a dependent will not be more than 1/2 your amount of insurance.

**Dependent Maximum Amount Without Proof of Good Health:** \$2,000

**Dependent Change Date:** Any change in an amount of insurance because of a change in age or other status will take effect on the date of the change.

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## GENERAL DEFINITIONS

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

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

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

*Contributory* means you pay part of the premium.

*Covered dependent* means an *eligible dependent* who is insured under the *policy*.

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

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

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

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

*Full-time* means working at least 30 hours per week, unless indicated otherwise in the *policy*.

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

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

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

*Noncontributory* means the *policyholder* pays the premium.

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

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

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

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

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

## DEFINITIONS FOR LIFE INSURANCE

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

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

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

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

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

You will also be considered *disabled* for *life insurance* if you are disabled under any long term disability insurance policy issued by us to the *policyholder* under which you are insured.

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

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

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

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

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

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

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

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

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

## DEFINITIONS FOR LIFE INSURANCE (continued)

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

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

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

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

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

## ELIGIBILITY AND TERMINATION PROVISIONS FOR YOU

### Exception to Effective Date

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

### When Your Insurance Ends

Your insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*;
- you stop *active work*; or
- a required contribution was not paid.

## ELIGIBILITY AND TERMINATION PROVISIONS FOR DEPENDENTS

### Eligible Dependents

Your *eligible dependents* are:

- your lawful spouse, and
- your unmarried children from live birth but less than age 19, or less than age 25 if a full-time student.

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

An *eligible dependent* will not include any person who is a member of an *eligible class*. An *eligible dependent* may not be covered by more than 1 *covered person*.

### Dependent Effective Date

Any *noncontributory* dependent insurance will take effect on the day the dependent becomes an *eligible dependent*, or, if later, on the Entry Date shown in the Schedule in the *policy*.

For any *contributory* dependent insurance, you must apply for dependent insurance on a form acceptable to us. You must also agree to pay your share of the premium.

- If you apply before the dependent becomes eligible, dependent insurance will take effect on the Entry Date shown in the Schedule in the *policy*.
- If you apply on the date the dependent becomes eligible, or within 31 days after that, dependent insurance will take effect on the Entry Date occurring on or after the date of your application.
- If you apply more than 31 days after the dependent becomes eligible, you must give *proof of good health* for each *eligible dependent*. *Proof of good health* is also required if you apply after dependent insurance ended because the premium was not paid. If the proof is accepted, dependent insurance will take effect on the Entry Date occurring on or after the date we approve the *eligible dependent's proof of good health*.

You cannot apply for dependent insurance if your coverage is being continued under the Disability Benefit provision of the *policy*.

### Exception to Dependent Effective Date

Dependent insurance will not take effect until your insurance for the same coverage under the *policy* takes effect.

If an *eligible dependent* is in a hospital or similar facility on the day insurance would otherwise take effect, it will not take effect until the day after the *eligible dependent* leaves the hospital or similar facility. This exception does not apply to a child born while dependent insurance is in effect.

## ELIGIBILITY AND TERMINATION PROVISIONS FOR DEPENDENTS (continued)

### When Dependent Insurance Ends

A dependent's insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end dependent insurance;
- that dependent is no longer eligible;
- your insurance for the same coverage under the *policy* ends; or
- a required contribution for dependent insurance was not paid.

## **SPECIAL DEPENDENT INSURANCE CONTINUANCE PROVISIONS**

As specified below, dependent insurance may continue, subject to the provisions that describe when insurance ends, and all other terms and conditions of the *policy*. Premiums are required for any coverage continued.

### **Physically Handicapped or Mentally Retarded Dependent Children**

Dependent insurance for an *eligible dependent* child will continue beyond the date a child attains an age limit, if, on that date, he or she:

- is unable to earn a living because of physical handicap or mental retardation; and
- is chiefly dependent upon you for support and maintenance.

We must receive proof of the above within 120 days after the child attains the age limit and each year after that, beginning 2 years after the child attains the age limit. There will be no increase in premium for this continued coverage.

Dependent insurance will end when the child is able to earn a living or is no longer dependent on you for support and maintenance.

## CONTINUITY OF COVERAGE

### Definitions

*Prior plan* means the *policyholder's* plan of group *life insurance*, if any, (including any *accidental death and dismemberment insurance* and/or dependent *life insurance*) under which you and your *eligible dependents*, if any, were insured on the day before the Effective Date of the *policy*.

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

### Continuity of Coverage for You

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

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

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

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

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

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

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

If you are at *active work* on the Effective Date of the *policy*, you will be insured under the *policy*.

### Prior Plan Credit for Life Insurance

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

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

## CONTINUITY OF COVERAGE (continued)

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

### Continuity of Coverage for Your Dependents

We will provide continuity of coverage for your *eligible dependents*, if any, who were covered under the *prior plan*.

If an *eligible dependent* is in a hospital or similar facility on the Effective Date of the *policy*, we will cover the dependent for the *prior plan benefits* until the earliest of:

- the day after the *eligible dependent* leaves the hospital or similar facility;
- the end of any period of continuance or extension of the *prior plan*; or
- the date coverage would otherwise end, according to the provisions of the *policy*.

Any benefits payable will be paid by us:

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

If an *eligible dependent* is not in a hospital or similar facility on the Effective Date of the *policy*, the dependent will be insured under the *policy*.

### Prior Plan Credit for Life Insurance for Your Dependents

We will give your dependents credit for time periods which were met under the *prior plan* of group dependent *life insurance* for the same provision(s). This credit will apply to the time-insured requirement, if any, shown in the following section(s) of the Life Insurance for Your Dependents provision of the *policy*:

- Insurance Provided. However, for any *contributory* insurance, this credit will not apply to any increase in the amount of dependent insurance provided under the *policy*.
- Conversion to an Individual Policy.
- Incontestability. However, this will apply only if we accept a copy of the enrollment card you submitted under the *prior plan*.

## LIFE INSURANCE FOR YOU

### Insurance Provided

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

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

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

### Changes in Amounts of Insurance

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

### Proof of Good Health

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

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

### DISABILITY BENEFIT

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

#### Amount

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

#### Proof of Disability

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

## LIFE INSURANCE FOR YOU (continued)

### Maximum Benefit Period

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

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

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

### Extension of Benefits

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

### Exclusions

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

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

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

- after you are no longer in an *eligible class*;
- after the *policy* ends; or
- during the time allowed for conversion to an individual policy.

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

### Conversion to an Individual Policy

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

## LIFE INSURANCE FOR YOU (continued)

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

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

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

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

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

### ACCELERATED BENEFIT

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

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

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

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

### Amount of Accelerated Benefit

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

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

An *accelerated benefit* may be paid only once during your lifetime. Benefits will be paid in a single sum to you. If you are not living when benefits are payable, they will be paid to your *beneficiary*.

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

## LIFE INSURANCE FOR YOU (continued)

### Proof Required for the Accelerated Benefit

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

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

### Effect of Accelerated Benefit

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

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

The *interest charge* equals the *accelerated benefit* amount times the number of days from the *accelerated benefit* payment to your date of death, times an annual interest rate divided by 365. The rate of interest is determined quarterly by us.

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

### Exclusions

An *accelerated benefit* will not be paid if:

- you have assigned all or part of your *life insurance*, unless the assignee consents, in writing.
- you have named an irrevocable *beneficiary* for all or part of your *life insurance*, unless the *beneficiary* consents, in writing.
- all or a part of your *life insurance* is payable to a former spouse as part of a divorce decree or property settlement.
- you have previously received an *accelerated benefit* of your *life insurance*.
- your *life insurance* is less than \$10,000.
- the *policy* issued by us to the *policyholder* has not been in force for at least six months.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU

### Accidental Death Insurance Provided

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

The insurance will be paid only if death occurs within 365 days after the *injury*. This 365-day limit will not apply if you are in a coma or being kept alive by an artificial life support system at the end of the 365 days.

### Accidental Dismemberment Insurance Provided

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

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

Loss of a hand or foot means permanent severance at or above the wrist or ankle. Loss of sight of the eye means total and permanent loss of sight.

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

### Limitation

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

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

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

### Exclusions

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

- war or any act of war, whether declared or not;
- taking part in a riot or insurrection, or an act of riot or insurrection;
- service in the armed forces of any country, combination of countries, or international organization at war, whether declared or not;
- any physical or mental disease;

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

- any infection, except a pyogenic infection that occurs from an accidental wound;
- an assault or felony you commit;
- suicide or attempted suicide, while sane or insane;
- intentionally self-inflicted injury, while sane or insane;
- the use of any drug, unless you use it as prescribed by a *doctor*, or
- your intoxication; this includes but is not limited to operating a motor vehicle while you are intoxicated.

"Intoxication" and "intoxicated" mean your blood alcohol level at death or dismemberment exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

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

### AUTOMOBILE ACCIDENT BENEFIT

#### Automobile Accident Benefit Provided

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

The insurance will be paid only if death occurs within 365 days after the automobile accident. This 365-day limit will not apply if you are in a coma or being kept alive by an artificial life support system at the end of the 365 days.

#### Definitions

"Automobile" means a four-wheel car of the private passenger type including pick-up trucks and vans with a load capacity of one ton or less.

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

#### Limitation

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

#### Exclusions

We will not pay benefits if the automobile accident:

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

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

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

### HIGHER EDUCATION BENEFIT

#### Higher Education Benefit Provided

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

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

#### Definitions

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

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

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

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

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

### Optional Payment Methods

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

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

### Beneficiary

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

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

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

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

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

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

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

### Assignment

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

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

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

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

**Incontestability**

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

The validity of the *policy* cannot be contested after it has been in force for 2 years. The validity of your coverage under the *policy* cannot be contested after you have been insured under the *policy* for 2 years during your lifetime. However, if the premiums are not paid, the validity of the *policy* or your coverage can be contested at any time.

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

**Spendthrift**

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

## LIFE INSURANCE FOR YOUR DEPENDENTS

### Insurance Provided

If a *covered dependent* dies, we will pay you the amount of that dependent's *life insurance* shown in the Schedule. If you are not living or are disqualified by operation of law, we will pay the deceased dependent's estate. We will pay it in 1 sum when we receive all the required proof of covered loss, including written proof of death, acceptable to us, and a completed claim form. The amount of insurance may be reduced by the amount of any *conversion policy*.

For any *contributory* insurance, if a *covered dependent* takes his or her own life within 1 year after becoming insured under the *policy*, the amount of insurance we pay will be the sum of your contributions for this insurance.

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

### Changes in Amounts of Insurance

Any change in a *covered dependent's* amount of insurance will take place on the Dependent Change Date shown in the Schedule. But in the case of an increase, if the *eligible dependent* is in a hospital or similar facility on that day, no increase will take effect until the day after the *eligible dependent* leaves the hospital or similar facility.

### Proof of Good Health

If a *covered dependent* is eligible for more than the Dependent Maximum Amount Without Proof of Good Health shown in the Schedule, the dependent will be limited to that Maximum until the dependent gives us *proof of good health*. Once insured for more than that Maximum, future increases will also require *proof of good health*.

### Disability Benefit

Any time your *life insurance* is continued under the Disability Benefit, your dependent *life insurance* will also continue. No premium is due when no premium is due for *life insurance*.

### Conversion to an Individual Policy

If any or all of a dependent's *life insurance* ends, you or your dependent can apply for an individual policy issued by us (*conversion policy*). You or your dependent must apply on a form acceptable to us and pay the premium within 31 days. The individual policy may be any we offer for conversion. No *proof of good health* is required. The amount of insurance depends on the reason your dependent's coverage ends.

If your dependent's *life insurance* ends because you die or you are no longer eligible for another reason, or because your dependent is no longer eligible, you or your dependent may convert the full amount that ended. However, if your dependent's *life insurance* ends as a result of a change in the *policy*, you or your dependent may not convert the full amount that ended.

If the *policy* ends or is changed to reduce or end your dependent's *life insurance*, and if your dependent has been insured for at least 5 years under the *policy*, you or your dependent may convert up to the lesser of:

- \$10,000, and

## LIFE INSURANCE FOR YOUR DEPENDENTS (continued)

- the amount of dependent *life insurance* that ended minus the amount of any group life insurance for which your dependent becomes eligible within 31 days.

Neither you nor your dependent can apply for a *conversion policy* if your dependent's group *life insurance* ends because you did not pay your share of the dependent's premium.

If your dependent dies within 31 days after dependent *life insurance* ends, we will pay you the amount that could have been converted, whether or not an application was made or any premium was paid for the *conversion policy*.

### **Assignment**

You cannot assign dependent *life insurance*.

### **Incontestability**

The validity of the Dependent Life Insurance provisions of the *policy* cannot be contested after they have been in force for 2 years. The validity of the insurance on any dependent cannot be contested after the dependent has been insured under the *policy* for 2 years during that dependent's lifetime. However, if the premiums are not paid, the validity of the Dependent Life Insurance provisions or of any dependent's insurance can be contested at any time.

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

## CLAIM PROVISIONS

### Payment of Benefits

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

### To Whom Payable

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

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

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

### Filing a Life Disability Benefit Claim

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

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

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

### Authority

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

### Review Procedure

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

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

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

## CLAIM PROVISIONS FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE ONLY

### Filing a Claim

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

### Physical Exam

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

### Limit on Legal Action

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

### Incontestability

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

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

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

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

## GENERAL PROVISIONS

### Entire Contract

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

### Errors

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

### Misstatements

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

### Certificates

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

### Workers' Compensation

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

### Agency

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

### Fraud

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







**ASSURANT**

Employee  
Benefits

2323 Grand Boulevard  
Kansas City, MO 64108

Policy 4,016,809  
Participant 0  
Booklet 1  
2/27/2009