



**SECURITY MUTUAL LIFE  
INSURANCE COMPANY  
OF NEW YORK**

**GROUP INSURANCE CERTIFICATE OF  
COVERAGE FOR GROUP TERM LIFE  
AND ACCIDENTAL DEATH AND  
DISMEMBERMENT INSURANCE**

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**POLICYHOLDER:** Port Jefferson UFSD

**GROUP POLICY #:** GRP 2784

**GROUP IDENTIFICATION #:** G000103605-00001

**CERTIFICATE EFFECTIVE DATE:** January 1, 2011

<b>BENEFIT:</b>	<b>Employee Amount/Class</b>
Basic Term Life Insurance	\$250,000 / A0
Basic Accidental Death and Dismemberment	\$250,000 / A0

**GOVERNING JURISDICTION:** NEW YORK

This is your Certificate of Coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

The policy is delivered in the Governing Jurisdiction shown above. The policy is governed by the laws of the Governing Jurisdiction, and to the extent applicable, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Security Mutual Life Insurance Company of New York has discretionary authority to interpret the terms of the policy, and to determine eligibility for and entitlement to policy benefits in accordance with the terms of the policy. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

For purposes of effective dates and ending dates under the policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

*Bruce W. Boyca*

President

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**SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK  
SECURITY MUTUAL BUILDING  
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## SCHEDULE OF BENEFITS

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TERMS USED IN THIS SCHEDULE OF BENEFITS ARE DEFINED IN THIS CERTIFICATE OF COVERAGE.

### EMPLOYEE TERM LIFE INSURANCE

IN NO EVENT WILL AN EMPLOYEE BE ELIGIBLE FOR COVERAGE IN MORE THAN ONE CLASS FOR THE SAME BENEFIT.

#### BASIC EMPLOYEE TERM LIFE INSURANCE

CLASS	BENEFIT
A0 Superintendent – Non-Contributory	\$250,000

See "Employee Guaranteed Issue Limit on Amount of Life Insurance" below.

#### EMPLOYEE-ONLY TERM LIFE INSURANCE LIVING BENEFIT

Minimum Percentage or Minimum Amount:	The lower of 25% of the Death Benefit or \$50,000
Maximum Percentage:	50%
Maximum Benefit:	\$125,000

The Living Benefit is available only if the insured Employee has an amount of Term Life Insurance equal to or greater than \$10,000.

#### REDUCTION OF EMPLOYEE TERM LIFE INSURANCE BENEFITS

The amount of Term Life Insurance for any Employee will be:

1. Reduced as follows:
  - a. At age 70, Reduced to \$70,000

#### EMPLOYEE GUARANTEED ISSUE LIMIT ON AMOUNT OF LIFE INSURANCE

##### BASIC EMPLOYEE TERM LIFE

	GUARANTEED ISSUE LIMIT
Employees	\$250,000

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**SCHEDULE OF BENEFITS**


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**BASIC EMPLOYEE ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE**

<b>CLASS</b>	<b>BENEFIT</b>
A0    Superintendent – Non-Contributory	\$250,000

See "Employee Guaranteed Issue Limit on Amount of Accidental Death & Dismemberment Insurance" below.

**REDUCTION OF EMPLOYEE AD&D INSURANCE BENEFITS**

The amount of Term Life Insurance for any Employee will be:

1. Reduced as follows:
  - a. At age 70, Reduced to \$70,000

**EMPLOYEE GUARANTEED ISSUE LIMIT ON AMOUNT OF ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE****BASIC EMPLOYEE AD&D****GUARANTEED ISSUE LIMIT**

Employees

\$250,000

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## ELIGIBILITY

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### 1. APPLICABLE TO EMPLOYEES

- a. The term "Employee" is defined under the General Definitions section of the policy. Subject to b. below, each Employee in a class of Employees who may become insured under the policy will become eligible on the latest of the following dates: (i) The Policy Effective Date; (ii) The date the Employee becomes a member of the class of Employees who may become insured; or (iii) If the Employee is required by the Policyholder to satisfy a Waiting Period, the date the Employee satisfies the applicable Waiting Period.
- b. If an Employee is not Actively at Work on the day the Employee would normally become eligible, the Employee will be eligible on the day the Employee returns to Active Work.

### 2. APPLICABLE TO RETIREES (If covered under the policy)

Insurance for Retirees is subject to all of the following conditions:

1. Retirees are eligible under the policy only for Basic Employee Term Life Insurance;
2. The policy does not provide coverage for any dependents of the Retiree; and
3. The Actively at Work provision under the policy does not apply to Retirees.

### 3. APPLICABLE TO DEPENDENTS (If covered under the policy)

Each person who is a Dependent of an Employee for whom Dependent insurance is provided under the policy will become eligible for insurance under the policy on the latest of the following dates:

- a. The date the Employee becomes eligible for Employee insurance; or
- b. The date the person becomes a Dependent of the Employee.

If a Dependent is eligible for coverage under the policy as an Employee, he or she will not be eligible as a Dependent. If an Employee and the Employee's spouse are both insured under the policy as Employees, their children may only be enrolled as Dependents of one of the insured parents.



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**EFFECTIVE DATES OF INSURANCE**

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**APPLICABLE TO EMPLOYEES – NON-CONTRIBUTORY INSURANCE**

An Employee will be insured under the policy on the day the Employee becomes eligible.

Any change in the amounts of insurance as shown on the Schedule of Benefits shall become effective on the first day of the policy month coincident with or next following the date of change of the Employee's classification, provided the Employee is then Actively at Work; if the Employee is not then Actively at Work, such change shall become effective on the day the Employee returns to Active Work.

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**EMPLOYEE TERM LIFE INSURANCE**

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**INSURING CLAUSE**

When We receive at our Home Office due proof of the death of an Employee who is insured under the policy for this coverage, We will pay the amount for which such Employee's life is insured, as shown in the Schedule of Benefits. Payment will be made to the person or persons entitled thereto in accordance with the terms of the policy.

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**EMPLOYEE TERM LIFE INSURANCE – LIVING BENEFIT**

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**EMPLOYEE TERM LIFE INSURANCE LIVING BENEFIT**

Only certificate holders are eligible for this Living Benefit.

THIS COVERAGE PROVIDES AN ACCELERATED BENEFIT PROVISION. RECEIPT OF THIS ACCELERATED BENEFIT WILL REDUCE THE DEATH BENEFIT AND MAY BE TAXABLE. THE EMPLOYEE INSURED SHOULD SEEK ASSISTANCE FROM THE EMPLOYEE'S PERSONAL TAX ADVISOR.

**LIVING BENEFIT DEFINITIONS:**

**CERTIFIED** or **CERTIFICATION** refers to a written statement, made by a Physician on a form provided by Us, as to the insured Employee's Terminal Illness.

**DEATH BENEFIT** means the insurance amount payable under the policy at the death of the insured Employee. It does not include any amount payable under the accidental death and dismemberment insurance, if any, under the policy.

**DISCOUNT RATE** means the then current yield on the 90-day Treasury bills available at the date of application for benefits under this coverage.

**LIVING BENEFIT** means the benefit amount that is elected by the insured Employee if he or she is Certified as Terminally Ill. The benefit amount elected by the insured [Employee] is reduced by the percentage of the Discount Rate to determine the benefits payable to the insured Employee.

**PHYSICIAN** means a duly licensed practitioner, acting within the scope of his or her license, who is recognized by the law of the state in which diagnosis is received. The Physician may not be the insured Employee or a member of his or her immediate family.

**TERMINALLY ILL** or **TERMINAL ILLNESS** refers to an insured Employee's illness or physical condition that is Certified by a Physician to reasonably be expected to result in death in less than 12 months.

**WRITTEN REQUEST** means a request made, in writing, by the insured Employee to Us.

**PAYMENT CONDITIONS:** This benefit is payable to the insured Employee if he or she is Certified as Terminally Ill. In order for this benefit to be paid: (a) The insured Employee must have been insured under the policy for not less than 6 (six) consecutive months; (b) The insured Employee must make a Written Request; and (c) We must receive from any assignee or irrevocable beneficiary his or her signed acknowledgement and agreement to payment of this benefit.

We may, at Our option, confirm the terminal diagnosis with a second medical exam performed at Our expense.

**AMOUNT OF THE LIVING BENEFIT:** The insured Employee may elect an amount of Living Benefit not to exceed the Maximum Percentage (as shown in the Schedule of Benefits) of the death benefit applicable to the insured Employee under the policy on the date of the Certification of Terminal Illness less any reductions under the terms of the policy scheduled to apply within the next 12 months. The election may not be for an amount less than the lower of the Minimum Percentage or the Minimum Amount shown in the Schedule of Benefits. This benefit, reduced by the percentage of the Discount Rate, will be paid as a single lump sum. The Living Benefit is payable one time only for any insured Employee and cannot exceed the Maximum Benefit as shown in the Schedule of Benefits.

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**EMPLOYEE TERM LIFE INSURANCE – LIVING BENEFIT**

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**EFFECT OF LIVING BENEFIT:** If an insured Employee becomes eligible for, and elects to receive this benefit, the following will result:

1. The Death Benefit payable for such insured Employee will be reduced by the amount of the Living Benefit elected by the insured Employee. However, the Living Benefit cannot exceed the Maximum Percentage as shown in the Schedule of Benefits. The reduced amount of insurance will be subject to all policy provisions dealing with changes in the amount of insurance and reductions or termination for age or retirement. The amount of the Living Benefit plus the corresponding death benefit will not exceed the amount that would have been paid as a death benefit in the absence of this coverage;
2. Any amount of insurance that would otherwise be continued under a waiver of premium provision will be reduced by the amount of the Living Benefit. Conversion privileges will still be available for reductions in the amount of insurance or the termination of insurance. The amount available will be based on changes in the amount of death benefit payable, as defined in the previous paragraph, after the payment of the Living Benefit;
3. The premium due for the Employee life insurance benefit will be calculated on the amount of insurance remaining in force after deducting the amount of the Living Benefit; and
4. If any Employee life insurance death benefit remains after We pay a Living Benefit, any accidental death benefit provision will not be affected by payment of the Living Benefit.

**TERMINATION OF AN INSURED EMPLOYEE'S LIVING BENEFIT:** This Living Benefit coverage of any insured Employee will terminate on the first of the following:

1. The date of termination of the policy;
2. The date he or she is no longer an insured Employee;
3. The date his or her coverage under the policy terminates;
4. The date of payment of the Living Benefit; or
5. The date he or she attains 70 years of age.

**EXCEPTIONS:** The Living Benefit will not be available if the insured Employee's Terminal Illness is due to any intentionally self-inflicted injury or suicide attempt. The Living Benefit will not be available if:

1. All or part of the insured Employee's insurance must be paid to his or her Child(ren), or his or her spouse or former spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement;
2. The insured Employee is married and lives in a community property state, unless he or she gives Us a signed written consent from his or her spouse;
3. The insured Employee has made an assignment of all or part of his or her insurance unless he or she gives Us a signed written consent from the assignee;
4. The insured Employee has filed for bankruptcy, unless he or she gives Us written approval from the Bankruptcy Court for payment of the Living Benefit;
5. The insured Employee is required by a health care facility to use the Living Benefit as a condition of admission to such facility or for providing any care in such facility or to continue a government benefit or entitlement; or
6. The insured Employee has previously received a Living Benefit under the policy.

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**EMPLOYEE TERM LIFE INSURANCE – EMPLOYEE WAIVER OF PREMIUM – IF THE EMPLOYEE BECOMES TOTALLY DISABLED BEFORE AGE SIXTY**

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If, while insured and prior to age sixty, the Employee becomes totally disabled as defined below for a continuous period of at least nine months, the Employee's group life insurance will be extended under the policy. When the Employee's insurance is extended, no premium will be due for such insurance.

Written notice and proof that total disability began prior to age sixty and while the Employee was insured and the total disability has existed continuously for nine months must be given to Us at Our Home Office. Upon submission of satisfactory proof, any premium paid for such Employee's coverage after the date disability began will be refunded. The Company may require proof of continued total disability at reasonable intervals, but not more often than once per year. Proof that covered total disability lasted until death must be given to Us within one year after death occurs. On receipt of such proof, We will pay the Employee's beneficiary the amount of life insurance for which the insured Employee was last insured. This amount will be reduced by any conversion benefit payable under the "Employee Right to Convert" section of the policy.

No premium due more than one year before proof is received will be waived. However, an otherwise valid claim will not be denied if it is shown to Our satisfaction that the notice and proof were given as soon as was reasonably possible, and, except in the absence of legal capacity of the Employee, within one year after the time proof is otherwise required.

An insured Employee is totally disabled if, due to injury or disease, the Employee is not able to engage in any work for which the Employee is reasonably fitted by learning or experience. Total disability will be deemed to have ended if the insured Employee does any work for pay or gain.

If the insured Employee has converted his or her group life insurance while totally disabled, the Employee must return the individual policy to Us with the Employee's first proof of total disability. Any premium paid under that policy will be refunded.

While the insured Employee is totally disabled, the Employee will be covered for the amount of life insurance for which the Employee was insured just before ceasing Active Work due to total disability. This amount is subject to reduction, if any, as shown on the Schedule of Benefits.

We have the right to have Our medical representative examine the insured Employee when necessary. This will not be done more than once a year after this insurance has continued for two full years.

The Employee's insurance will end when the Employee: (a) Ceases to be totally disabled; (b) Fails to give required proof; (c) Fails to submit to a health exam required by Us; (d) Attains age 65; or (e) Attains his or her Retirement Date. When this insurance ends, the Employee will have the same conversion rights as those described under the "Employee Right to Convert" section of the policy, unless the Employee becomes insured again under the policy.

If the Employee dies after his or her insurance has been converted, any amount paid under the individual policy will be deducted from the amount of life insurance due under the policy. Any premiums paid under the individual policy will be paid to the beneficiary of that policy on return of that policy to Us.

Termination of the policy will not affect an otherwise valid claim arising from total disability which began before such termination.

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## EMPLOYEE RIGHT TO CONVERT

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If an insured Employee's amount of group life insurance is terminated, in whole or in part, for reasons other than failure to pay the required premium, the Employee may purchase an individual policy of life insurance without having to provide evidence of insurability, in accordance with the following:

1. When an Employee's insurance terminates, the amount of life insurance the Employee will be permitted to purchase under an individual policy will be not more than the amount of life insurance for which the Employee was insured under the policy when insurance under the policy terminated; or
2. When the policy terminates or is changed to terminate insurance on the class of employees to which the Employee belongs, the amount of life insurance the Employee will be permitted to purchase under an individual policy will not be more than:
  - a. The amount of life insurance, including any supplemental life insurance, the Employee was insured for under the policy when insurance under the policy terminated; less
  - b. The amount of any group life insurance for which the Employee is eligible or becomes eligible and which is issued or reinstated within 45 days after the date insurance terminated under the policy.

If the amount of life insurance that terminated is below the standard minimum that We issue, the entire amount must be converted.

When an insured Employee's life insurance under the policy reduces, the Employee may purchase an individual policy of life insurance as if employment had terminated on the date the reduction took effect. The amount of insurance the Employee will be permitted to purchase under an individual policy will be the amount by which life insurance under the policy was reduced.

The purchase of an individual conversion policy of life insurance is subject to the following:

1. The Employee must make application for an individual policy and pay the first premium for the conversion policy within 31 days after the date the Employee's insurance is reduced or terminated under the policy;
2. If the Employee's employment terminated due to a total disability, the conversion policy may be on one of the life insurance forms that We make available, including term insurance. However, the conversion policy can be preceded by term life insurance for one year with the premium payable in any mode offered by Us;
3. If the Employee's insurance terminates due to any event other than total disability, the conversion policy may be on one of the life insurance forms that We make available, except one for term insurance. However, the conversion policy can be preceded by term life insurance for one year with the premium payable in any mode customarily offered by Us;
4. The Employee cannot convert any other additional insurance such as Accidental Death and Dismemberment Insurance;
5. The premium payable will be based on the rates in use by Us on the date the individual conversion policy takes effect. The rates will be based on the policy chosen and the Employee's attained age and class of risk; and
6. The individual conversion policy will take effect on the 32<sup>nd</sup> day after the termination or reduction of the Employee's life insurance under the policy.

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**EMPLOYEE RIGHT TO CONVERT**

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The Policyholder will give the Employee a notice of the right to convert within 15 days before or after a termination or reduction in the Employee's insurance. If the Policyholder does not provide a notice within such time, the following will apply:

1. If the notice is given more than 15 days but less than 90 days after this event, the right to convert will be extended to 45 days after such notice is given; and
2. If the notice is not given within 90 days after this event, the right to convert will expire at the end of the 90 days.

Full compliance with this provision will be satisfied by written notice that is:

1. Given to the Employee by the Policyholder; or
2. Mailed to the Employee by the Policyholder at the Employee's last known address.

If the Employee dies during the conversion period described above, We will pay the amount of life insurance that could have been converted to an individual policy. Such amount will be paid to the beneficiary named under the policy. However, if the Employee dies after applying for an individual conversion policy, such amount will be paid to the beneficiary named on the application for the individual conversion policy.

The Employee's right to convert is in lieu of, and not in addition to, the right to elect portable term life insurance under the policy, if any.

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## **EMPLOYEE ENHANCED ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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If the insured Employee suffers a loss described below, We will pay the amount of insurance that applies. The insured Employee, or the insured Employee's beneficiary, must give Us proof that:

1. Injury occurred while the insurance was in force under this section of the policy;
2. The loss occurred within 90 days after the Injury; and
3. The loss was due to an Injury independent of all other causes.

In paying Accidental Death and Dismemberment ("AD&D") benefits, We will consider only losses sustained while insured under this section of the policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one Injury.

With respect to loss of life, death will be presumed if the insured Employee disappears and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused loss of life;
2. Occurs independently of all other causes; and
3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

**Amount of Insurance:** The amount of insurance shown in the Schedule of Benefits will be paid according to the following table:

<u>Base Benefits</u>	<u>Principal Sum Benefit Percentage</u>
Loss of Life (Principal Sum)	100%
Loss of both hands or both feet	100%
Loss of sight of both eyes	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Seatbelt *	10% of Principal Sum up to \$10,000
Airbag *	10% of Principal Sum up to \$10,000
Dependent Spouse Training *	Lesser of: 1. Expense incurred for the training which includes tuition charged and the cost of materials needed, but does not include room and board cost; 2. 10% of the Principal Sum; or 3. \$2,500.

**\* Benefits Limitation: These Base and Enhanced Benefits combined will be limited to no more than 150% of the Loss of Life (Principal Sum) amount.**



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## **EMPLOYEE ENHANCED ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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**Base Benefits**

Qualified Children Education \*

**Principal Sum Benefit Percentage**

The lesser of:

1. 5% of the Employee's Principal Sum; or
2. \$ 2,000

Per Qualified Child per school year, not to exceed 4 school years per Qualified Child.

However, We will not pay more than a total of \$2,500 per school year for all Qualified Children.

Child Care Expense \*

The lesser of:

1. The actual cost for the Child Care Expense; or
2. 5% of the Employee's Principal Sum

Not to exceed \$2,000 per year per insured Dependent child, and not to exceed 4 years per Dependent child.

However, We will not pay more than a total of \$2,500 per year for the Child Care Expenses for all Dependent children.

Exposure to a Natural Disaster

5% of Principal Sum if the insured Employee suffers loss of life or sustains a covered loss as a result of a Natural Disaster.

**Enhanced Benefits****Principal Sum Benefit Percentage**

Quadriplegia

100%

Paraplegia

50%

Hemiplegia

50%

Triplegia

50%

Loss of speech

50%

Loss of hearing

50%

Uniplegia

25%

Loss of Thumb and Index Finger  
of the Same Hand

25%

Common Carrier Hazard \*

10%

Coma

Lesser of:

1. 5%; or
2. \$5,000

Repatriation \*

Lesser of:

1. The Covered Expenses incurred; or
2. 5% of the of the Principal Sum payable for the insured Employee's loss of life.

**\* Benefits Limitation: These Base and Enhanced Benefits combined will be limited to no more than 150% of the Loss of Life (Principal Sum) amount.**

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**EMPLOYEE ENHANCED ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**  
**DEFINITIONS**

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**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE DEFINITIONS**

**COMA** means the diagnosis of a state of unconsciousness for a continuous period of at least 90 days.

**HEARING** means the ability to be aware of sound by the ear(s).

**HEMIPLEGIA** means total and permanent Paralysis (as defined below) of upper and lower Limbs on one side of the body.

**INJURY** means a bodily injury caused by an accident occurring while this policy is in force with respect to a person whose injury is the basis of a claim and resulting directly and independently of all other causes in a covered loss.

**LIMB** means an entire arm or an entire leg.

**LOSS OF HAND OR FOOT** means severance at or above the wrist or ankle.

**LOSS OF HEARING** means total and irrecoverable loss of hearing.

**LOSS OF SIGHT** means total and irrecoverable loss of sight.

**LOSS OF SPEECH** means the total and irrecoverable loss of speech.

**LOSS OF THUMB AND INDEX FINGER** means the actual, complete and permanent severance through or above the metacarpophalangeal joints.

**NATURAL DISASTER** means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that is due to natural causes and results in such severe and widespread damage that the area of damage is officially declared a disaster area by a state or federal government if the event occurs in the United States of America, or by a corresponding authority if the event occurs outside the United States of America.

**PARAPLEGIA** means total and permanent Paralysis of both lower limbs.

**PARALYSIS** means permanent impairment and loss of the ability to voluntarily move or to have sensation in any Limb. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a Limb.

**PHYSICIAN** means a licensed practitioner of the healing arts acting within the scope of his or her license, who is not:  
1. The insured Employee; 2. A relative of the insured Employee; or, 3. Residing with the insured Employee.

**QUADRIPLEGIA** means total and permanent Paralysis of both upper and lower limbs.

**SICKNESS** means a diagnosed illness, disease or pregnancy.

**SPEECH** means the power of audible expression.

**TRIPLEGIA** means the total and permanent Paralysis of three limbs.

**UNIPLEGIA** means total and permanent Paralysis of one limb.

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**EMPLOYEE ENHANCED ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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**Seat BELT AND AIR BAG BENEFIT**

**SEAT BELT BENEFIT:** We will pay a Seat Belt Benefit if a loss of life benefit is payable under this AD&D insurance and the loss of the insured Employee's life results from Injuries sustained while driving or riding in a private Passenger Car if such insured Employee's Seat Belt was properly functioning and fastened. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

The amount of the Seat Belt Benefit is as shown in the Schedule of Benefits.

A benefit is not payable under this provision if the insured Employee is the driver of the Private Passenger Car and the insured Employee does not hold a current and valid driver's license at the time of the accident.

**AIR BAG BENEFIT:** We will pay an Air Bag Benefit if a Seat Belt Benefit is payable for the loss of the insured Employee's life and the private Passenger Car is:

1. Equipped with a single Air Bag and the insured Employee is the driver; or
2. Equipped with an Air Bag for both the driver and for the front passenger seat and the insured Employee is the driver or front seat passenger; or
3. Equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the insured Employee is the driver, front seat passenger or rear seat passenger; and
4. The police report or other evidence establishes that the Air Bag in the seat the insured Employee was occupying inflated properly upon impact.

The amount of the Air Bag Benefit is as shown in the Schedule of Benefits.

**DEFINITIONS APPLICABLE TO SEAT BELT AND AIR BAG BENEFIT**

**AIR BAG** means, for the purposes of this Accidental Death and Dismemberment Benefit, a supplemental restraint system that inflates for added protection to the head and chest areas. The Air Bag must meet published federal safety standards, be installed by the car manufacturer or consist of proper replacement parts as required by the car manufacturer's specifications and not have been altered after such installation.

**PASSENGER CAR** means, for the purposes of this Accidental Death and Dismemberment Benefit, any validly registered four-wheel private car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck, or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**SEAT BELT** means, for the purposes of this Accidental Death and Dismemberment Benefit, any restraint device, which meets published federal safety standards, has been installed by the car manufacturer and has not been altered after such installation.

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**EMPLOYEE ENHANCED ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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**DEPENDENT SPOUSE TRAINING BENEFIT**

We will pay a Spouse Training Benefit to the insured Employee's Dependent spouse if the Dependent Spouse:

1. Is insured under the policy on the date the insured Employee died as a result of an Injury and a Loss of Life benefit is payable for the insured Employee under this AD&D insurance; and
2. Enrolls in a post secondary institution, professional or trade school training program:
  - a. For the purpose of obtaining an independent source of support and maintenance; and
  - b. Within 24 months of the date of the insured Employee's death.

The Dependent Spouse Training Benefit payable is as shown in the Schedule of Benefits.

**QUALIFIED CHILDREN EDUCATION BENEFIT**

We will pay a yearly Education Benefit to each of the insured Employee's Qualified Children if:

1. The insured Employee died as the result of an Injury and a Loss of Life benefit is payable for the insured Employee under this AD&D insurance;
2. The insured Employee dies within 90 days after the date of the accident causing the accidental bodily Injury;
3. Proof is given to Us that the Child is a Qualified Child; and
4. The Qualified Child continues to be enrolled on a Full-Time Basis in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level.

The amount of the Qualified Child Education Benefit is as shown in the Schedule of Benefits. If this benefit is in effect on the date the insured Employee dies and there is no child who could qualify for it, We will pay \$1,000 to the insured Employee's beneficiary in a lump sum.

This Qualified Child Education Benefit is payable in addition to any other benefits provided under the policy. We will not pay more than one Education Benefit per Qualified Child during any one school year.

The Qualified Child Education Benefit will terminate for each Qualified Child on the earliest of the following dates:

1. The date the Qualified Child fails to furnish proof of enrollment as required by Us;
2. The date the Qualified Child no longer qualifies as a Dependent child for any reason except the insured Employee's death; or
3. The date on which the maximum number of years this Education Benefit as shown in the Schedule of Benefits has been paid.

The following terms are defined for the purposes of this Qualified Children Education Benefit:

**QUALIFIED CHILD** means any of the insured Employee's unmarried children under the age of 25 who, on the date of the insured Employee's death as a result of an Injury, was either:

1. Enrolled on a Full-Time Basis in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level; or
2. At the 12<sup>th</sup> grade level and enrolls on a Full-Time Basis in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level within 365 days following the date of the insured Employee's death.

**FULL-TIME BASIS** means full-time as defined by the accredited post-secondary institution of higher learning being attended by the Qualified Child.

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**EMPLOYEE ENHANCED ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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**CHILD CARE EXPENSE BENEFIT**

We will pay a Child Care Expense Benefit if:

1. The Employee and the Employee's Dependent children are insured under the policy; and
2. The insured Employee died as the result of an Injury and a Loss of Life benefit is payable for the insured Employee under this AD&D insurance.

This benefit will be paid on behalf of any insured Dependent child under the age of 13 or any insured Dependent child age 13 or older who needs ongoing Personal Care Assistance (as defined below), who is receiving child care from a licensed child care provider at the time of the insured Employee's death, or within 90 days of the insured Employee's death. Personal Care Assistance means assistance with bathing, dressing, hair care, and other personal needs in the Dependent child's place of residence. Payment will be made to the insured Dependent child's parent or legal guardian.

The amount of the Child Care Expense Benefit is as shown in the Schedule of Benefits. If this benefit is in effect on the date the insured Employee dies and there is no child who could qualify for it, We will pay \$1,000 to the insured Employee's beneficiary in a lump sum.

This Child Care Expense Benefit is payable each year for each Dependent child who qualifies for Child Care Expense Benefits. No more than the maximum number of years specified in the Schedule of Benefits will be payable for each insured Dependent child.

To receive this benefit, the insured Dependent child's parent or legal guardian must provide written proof satisfactory to Us that he or she has incurred expenses that entitle him or her to the Child Care Expenses Benefit. Expenses must be charged by a child care provider who is licensed to provide such services in the jurisdiction in which the services are provided.

The Child Care Expense Benefit will end on the earlier of the following:

1. The date the Dependent child's parent or legal guardian is no longer incurring Child Care Expenses;
2. The date the maximum number of Child Care Expense Benefits have been paid;
3. The date the Dependent child reaches 13 years of age unless the Dependent child needs ongoing Personal Care Assistance.

**REPATRIATION BENEFIT FOR EMPLOYEE**

We will pay a Repatriation Benefit if all of the following requirements are met:

1. The insured Employee died as the result of an Injury and a Loss of Life benefit is payable for the insured Employee under this AD&D insurance;
2. The insured Employee's death occurs more than 100 miles from his or her primary place of residence; and
3. Covered Expenses are incurred for the preparation and transportation of the insured Employee's body to a mortuary near the primary place of residence.

The amount of the Repatriation Benefit is as shown in the Schedule of Benefits.

The Repatriation Benefit is payable to the person who incurs the expenses, subject to written proof of incurred expenses which is satisfactory to Us.

Covered Expenses include the usual and customary fee or charge for the services rendered and supplies furnished in the area where services are rendered or the supplies are furnished. Such services and supplies include embalming, cremation, coffin, and transportation.

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**EMPLOYEE ENHANCED ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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**COMMON CARRIER HAZARD BENEFIT FOR INSURED EMPLOYEE**

We will pay a Common Carrier Hazard Benefit amount for a loss that is the result of a Common Carrier Hazard while the insured Employee is traveling on business for the Policyholder, provided the insured Employee died as the result of an Injury and a Loss of Life benefit is payable for the insured Employee under this AD&D insurance.

Common Carrier Hazard means:

1. Riding as a passenger (not as a pilot or crew member) in or getting into or out of:
  - a. Any common public passenger carrier, including air, that is licensed for the transportation of passengers for hire, excluding an aircraft owned, operated, chartered or leased by or for the Policyholder; or
  - b. Any transport type aircraft operated by the Military Airlift Command (MAC) of the United States or by a similar air transport service of any duly constituted government authority recognized by the government of the United States; or
2. A parachute jump from an aircraft as described in item 1. above in order to save oneself; or
3. Being struck by an aircraft as described in item 1. above.

The amount of the Common Carrier Hazard Benefit payable is as shown in the Schedule of Benefits.

**TO WHOM ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS ARE PAYABLE**

Benefits are payable to the insured Employee with these exceptions:

1. Benefits for any insured Employee loss that are unpaid at the insured Employee's death or become payable on account of the Employee's death will be paid to the Employee's beneficiary or beneficiaries.
2. The Spouse Training Benefit will be paid to the:
  - a. Employee's spouse, if living; or
  - b. Estate of the Employee's spouse.
3. The Qualified Children Education Benefit and the Child Care Expense Benefit will be paid to the person who, or agency that, has assumed the main support of the children when such benefits are payable on account of:
  - a. The insured Employee's Loss of Life; or
  - b. The death of the insured Employee's Dependent spouse prior to Our payment of the Loss of Life benefit for the insured Employee.

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**EMPLOYEE ENHANCED ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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**LOSSES NOT COVERED**

No benefits will be paid for losses resulting from or caused directly by:

1. Suicide or attempted suicide;
2. Mental disorder;
3. Sickness of any kind;
4. Intentionally self-inflicted Injury, or any attempt to inflict such Injury;
5. War, whether declared or not, or an act of war;
6. Taking part in, or as a result of taking part in, commission of a felony or attempted felony;
7. Driving a Passenger Car if, at the time of driving, the insured Employee had a blood alcohol level greater than the legal limit, or was under the influence of a narcotic not administered on the advice of a physician;
8. Voluntary use of any controlled substance. (This is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.) This exclusion will not apply if the controlled substance is prescribed for the insured Employee by a Physician;
9. Travel or flight in or descent from any kind of aircraft, as a pilot or crew member;
10. Travel or flight in or descent from any kind of aircraft operated by or for the Policyholder, a subsidiary of the Policyholder, or an affiliate of the Policyholder as a passenger;
11. Any bacterial or viral infection. However, this does not include:
  - a. A pyogenic infection resulting from an accidental cut or wound; or
  - b. A bacterial infection resulting from accidental ingestion of a contaminated substance;
12. Taking part in any riot or insurrection;
13. An accident that occurs while the insured Employee is serving on full-time active duty for more than 30 days in any armed forces, or units auxiliary thereto. However, this does not include Reserve or National Guard active duty for training;
14. Travel or flight in any aircraft not intended or licensed for the transportation of passengers. This includes getting in, out, on or off any such vehicle; or
15. Injury for which a claim is payable under a Worker's Compensation, Occupational Disease, or Employer's Liability law, unless otherwise provided by state or local statute.

Accidental Death and Dismemberment Insurance under the policy is not in lieu of and does not affect requirement for coverage by Workers' Compensation insurance.

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## INDIVIDUAL TERMINATIONS

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The insurance of an Employee under the policy ends when the first of the following events occurs:

- a. The policy ceases;
- b. Premium payments for the insurance of the Employee ceases;
- c. The date insurance for the class under which the Employee's eligibility ends; or
- d. The date the Employee's employment in the classes of Employees eligible under the policy ends.

An Employee's employment will be deemed to end when the Employee stops Active Work, except that in the case of the insurance listed below:

Employee Term Life Insurance and  
Employee Accidental Death and Dismemberment Insurance

if premium payments for the Employee's insurance are continued on a basis that precludes individual selection, the Employee will be regarded as still in the employment of the Policyholder, in accordance with the following:

- a. An Employee on lay-off, leave of absence, or sabbatical for the full time of the lay-off, leave of absence, or sabbatical, but not for more than 52 weeks in a 12 month period, and subject to termination for the reasons stated in provisions 1.a., b., and c., above; or
- b. An Employee absent from work because of injury or sickness, but not for more than 9 months, and subject to termination for the reasons stated in provisions 1.a., b., and c., above; or
- c. An employee receiving severance benefits from the Policyholder, but not for more than 12 weeks, and subject to termination for the reasons stated in provisions 1.a., b., and c., above.

The amount of an Employee's insurance during the time mentioned above will be that in force on the day before the Employee stopped Active Work. However, this provision is subject to any reduction in the amount of coverage due to the Employee's attainment of a specific age, as specified in the Schedule of Benefits.

At the end of the time listed above, the Employee's insurance will end unless he or she goes back to Active Work.



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## GENERAL PROVISIONS

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**CONTRACT:** The entire contract is made up of: (a) The policy, including any amendments or endorsements; (b) The Policyholder's application; (c) The individual applications, if any, of the insured Employees; and (d) The certificates of insurance issued to the insured Employees, including any amendments or endorsements.

All statements made by the Policyholder or insured persons will be deemed to be representations and not warranties.

No change or amendment can be made to the policy, nor can any rights or requirements be waived, except in writing by one of Our executive officers and given to the Policyholder for attachment to the policy. No agent may change the policy or waive any of its provisions.

**ASSIGNMENTS:** We will not be bound by any assignment of the policy by the Policyholder: (a) Unless it is in writing; and (b) Until it is filed at Our Home Office. We are not responsible for the validity of any assignment. No Dependent insurance may be assigned.

Except as noted below, any insured Employee having group life insurance under the policy will have the right to assign all of his or her rights concerning the life insurance, including the right to designate the beneficiary and the privilege of converting to a policy of individual life insurance upon termination of coverage under the policy, by filing an appropriate written assignment with Us. No assignment shall be binding on Us until a signed copy is received by Our Home Office. We are not responsible for the validity of any assignment.

No assignment by any insured Employee of any coverage listed below will be valid.

### Accidental Death and Dismemberment Benefits

**MISSTATEMENT OF AGE:** If the age of an insured person has been misstated, there will be a fair adjustment of premiums made using the true age; and if the benefit for which the Employee is insured is based on age, there will be an adjustment of said benefit based on the person's true age.

**PROOF OF AGE:** We have the right to require satisfactory proof of age.

**PROOF OF FAMILY MEMBER ELIGIBILITY:** We have the right to require proof of any fact relating to a person's qualifications to be an insured Dependent. All such proof must be satisfactory to Us.

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## GENERAL PROVISIONS

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### BENEFICIARY:

#### 1. APPLICABLE TO INSURANCE ON EMPLOYEES

The life insurance and accidental death and dismemberment benefit is payable to the Employee's beneficiary, except as otherwise provided. The Employee may name one or more beneficiaries. The Employee may designate different classes of beneficiaries such as primary (first) and contingent (secondary). These classes set the order of payment. A class may contain more than one person.

If the Employee names two or more beneficiaries in a class:

1. Two or more surviving beneficiaries will share equally, unless the Employee provides for unequal shares;
2. If the Employee provides for unequal shares, and two or more beneficiaries in that class survive, We will pay each surviving beneficiary his or her designated share, unless the Employee provides otherwise. We will then pay the share(s) otherwise due to any deceased beneficiary(ies) to the surviving beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving beneficiary bears to the total shares of all surviving beneficiaries; and
3. If only one beneficiary in a class survives, We will pay the total death benefit to that beneficiary, unless the Employee provides otherwise.

The Employee may name or change the beneficiary at any time without the consent of a beneficiary, if the right to do so has not been assigned. Once received by Us, the designation will take effect as of the date the Employee signed the designation. Until the designation is received, We will not be liable for any action taken in good faith contrary to directions contained in the designation.

The Employee's beneficiary designation must be the same for life and accidental death and dismemberment insurance, if any.

The Employee must name or change beneficiaries on a form provided by Us. We have the right to refuse to record any designation that does not comply with Our rules and regulations. All designations are subject to the terms and conditions of the policy.

If there is a part of the insurance for the loss of the Employee's life for which there is no named beneficiary living at the death of the Employee, that part will be paid in a lump sum or sums to any of the following survivors, as We determine to be appropriate: The Employee's (a) Spouse; (b) Children; (c) Parents; or (d) Brothers and sisters. If none survives, that part will be paid in a lump sum to the Employee's estate.

#### 2. APPLICABLE TO INSURANCE ON DEPENDENTS (If covered under the policy)

The beneficiary of the Dependent's life insurance will be the Employee. If the Employee is not living at the time such Dependent dies, payment will be made: (a) In the case of a spouse's death, to such spouse's estate; and (b) In the case of a child's death, to any of the following survivors, as We determine to be appropriate: The child's (i) Parent, or (ii) Brothers and sisters. If none survives, payment will be made to the child's estate.

If a minor has no legal guardian, that minor's share may be paid to the adult(s) who, in Our opinion, have assumed the custody and support of the minor. Payment may be made at a rate up to \$50 per month.

If an insured person dies after having applied to convert the group life insurance, the beneficiary named under the individual policy or in the application for the individual policy will receive any benefits payable under the policy.

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## GENERAL PROVISIONS

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**INCONTESTABILITY:** No statement made by any person insured under the policy as to his or her insurability may be used to contest the validity of the insurance with respect to which the statement was made, unless: (a) The statement is in writing and is signed by such person; and (b) A copy of such statement is or has been furnished to such person or his or her beneficiary. Such statement may not be used to contest the validity of such insurance after the insurance has been in force prior to the contest for two years during the lifetime of the insured person.

We will not contest any material misstatement made by an insured person as to his or her insurability with respect to an increase or benefit addition after the increase or benefit addition has been in force for two years during the lifetime of the insured person.

**OPTIONAL MODES OF SETTLEMENT:** Any Employee may elect to have all or any part of the insurance for loss of life paid out to the beneficiary in installments or in any other way that may be agreed to by Us. To make such an election, the Employee must give Us notice in writing in a form satisfactory to Us. The Employee will have the right to change such election. The terms of payment will be in accord with those offered by Us for the insurance at the time election is made.

After the Employee's death, the beneficiary:

1. May make such election if the Employee had not done so;
2. May name person(s) to receive any amount which, if no person(s) were so named, would go to the beneficiary's estate; and
3. Will have the right to change the person(s) name in accordance with item 2. above.

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## GENERAL PROVISIONS

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### APPLICABLE TO ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

**NOTICE OF CLAIM:** Written notice of the event on which claim is based must be given to Us at Our Home Office, no later than twenty days after the loss for which claim is made. Late notice will be accepted only if it is shown to Our satisfaction to have been furnished as soon as reasonably possible.

On receipt of such notice, We will furnish forms for filing proof of claim. If the claimant has not been given forms within fifteen days after receipt of notice, he or she can fulfill the terms of the policy as to proof of claim by giving written proof of: (a) The occurrence of the loss; (b) The nature of the loss; and (c) The extent of the loss.

Such proof must be given within the time stated in "PROOF OF CLAIM" below.

**PROOF OF CLAIM:** Written proof of claim must be given to Us at our Home Office on Our forms within ninety days after the date of loss for which claim is made. We may require itemized bills as part of the proof of claim.

Late proof will be accepted only if it shown to Our satisfaction to have been sent as soon as reasonably possible.

**PAYMENT OF CLAIMS:** On receipt of due proof of claim, all benefits will be paid to the Employee or his or her beneficiary, or as otherwise provided in the policy. Benefits will be paid not more than 60 days after receipt of satisfactory proof of loss.

**EXAMINATIONS:** At Our own expense, We have the right to have a Physician examine any person when We deem it reasonably necessary while there is a claim pending under the policy. We will have the right to make an autopsy in the case of death where the law does not forbid it.

**LEGAL ACTIONS:** No one may sue Us for payment of claim: (a) Less than sixty days after due proof of claim is furnished; or (b) More than two years after the date proof of claim is required by the policy.

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**GENERAL DEFINITIONS – LIFE INSURANCE ONLY**

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Under the policy, the following defined terms appear with their initial letters capitalized.

**ACTIVE WORK OR ACTIVELY AT WORK:** This term means that an Employee performs all the regular duties of the Employee's job for a full work day scheduled by the Policyholder at the Policyholder's normal place of business or at a site where the Policyholder's business requires the Employee to work; provided, however, that Active Work or Actively at Work does not include work at site where the Policyholder's business requires the Employee to work outside the United States of America or its territories for 12 months or more and the Employee is no longer considered a resident of the United States or its territories.

An Employee is considered Actively at Work on any day that is not the Employee's regular scheduled work day (e.g., vacation or holiday), provided the Employee was Actively at Work on the Employee's immediately preceding scheduled work day and the Employee:

1. Is not hospital confined on such day; or
2. Is not disabled due to an injury or sickness.

An Employee is considered Actively at Work if the Employee usually performs the regular duties of the Employee's job at the Employee's home, provided the Employee can perform all the regular duties of the Employee's job for a full work day scheduled by the Policyholder and could do so at the Policyholder's normal place of business if required to do so, and the Employee:

1. Is not hospital confined on such day; or
2. Is not disabled due to an injury or sickness.

**CONTRIBUTORY OR CONTRIBUTORY INSURANCE:** This term means insurance for which the Policyholder requires an Employee's full or partial premium contribution. The Schedule of Benefits shows whether the specific coverage is contributory insurance.

**EMPLOYEE:** This term means an Actively at Work individual whose principal employment is with the Policyholder for a minimum of twenty-one hours per week, as reported on the Policyholder's records for Social Security and withholding tax purposes.

This term will in no event include any person whose workweek for the Policyholder is less than twenty-one hours.

**GUARANTEED ISSUE LIMIT:** This term means the insurance amount for which an Employee or Dependent may be insured without submitting evidence of insurability.

**HOME OFFICE:** This term means Our Home Office at 100 Court Street, P.O. Box 1625, Binghamton, NY 13902.

**NON-CONTRIBUTORY INSURANCE:** This term means insurance for which the Policyholder does not require premium contributions from the insured Employee. The Schedule of Benefits shows whether the specific insurance is non-contributory insurance.

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**GENERAL DEFINITIONS – LIFE INSURANCE ONLY**

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**RETIREMENT DATE:** This term means the first of the following to occur:

1. The date the insured Employee is eligible for retirement benefits under:
  - a. Any plan of a federal, state, county, municipal, or other retirement system for which the insured Employee is eligible as a result of employment with the Policyholder;
  - b. Any plan the Policyholder sponsors; or
  - c. Any plan for which the Policyholder:
    - i. Makes contributions; or
    - ii. Has made contributions; or
2. The date the insured Employee is eligible for disability benefits under the United States Social Security Act or any similar plan or act.

However, any insured Employee who is Actively at Work and receiving retirement benefits under the United States Social Security Act or any similar plan or act will not be considered retired.

**WAITING PERIOD:** This term means the length of continuous active employment with the Policyholder that an Employee must satisfy in order to become eligible for insurance under this policy. There is no Waiting Period.

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**GENERAL DEFINITIONS – ACCIDENTAL DEATH AND DISMEMBERMENT ONLY**

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Under the policy, the following defined terms appear with their initial letters capitalized.

**ACTIVE WORK OR ACTIVELY AT WORK:** This term means that an Employee performs all the regular duties of the Employee's job for a full work day scheduled by the Policyholder at the Policyholder's normal place of business or at a site where the Policyholder's business requires the Employee to work; provided, however, that Active Work or Actively at Work does not include work at site where the Policyholder's business requires the Employee to work outside the United States of America or its territories for 12 months or more and the Employee is no longer considered a resident of the United States or its territories.

An Employee is considered Actively at Work on any day that is not the Employee's regular scheduled work day (e.g., vacation or holiday), provided the Employee was Actively at Work on the Employee's immediately preceding scheduled work day and the Employee:

1. Is not hospital confined on such day; or
2. Is not disabled due to an injury or sickness.

An Employee is considered Actively at Work if the Employee usually performs the regular duties of the Employee's job at the Employee's home, provided the Employee can perform all the regular duties of the Employee's job for a full work day scheduled by the Policyholder and could do so at the Policyholder's normal place of business if required to do so, and the Employee:

1. Is not hospital confined on such day; or
2. Is not disabled due to an injury or sickness.

**CONTRIBUTORY OR CONTRIBUTORY INSURANCE:** This term means insurance for which the Policyholder requires an Employee's full or partial premium contribution. The Schedule of Benefits shows whether the specific coverage is contributory insurance.

**EMPLOYEE:** This term means an Actively at Work individual whose principal employment is with the Policyholder for a minimum of twenty-one hours per week, as reported on the Policyholder's records for Social Security and withholding tax purposes.

This term will in no event include any person whose workweek for the Policyholder is less than twenty-one hours.

**GUARANTEED ISSUE LIMIT:** This term means the insurance amount for which an Employee or Dependent may be insured without submitting evidence of insurability.

**HOME OFFICE:** This term means Our Home Office at 100 Court Street, P.O. Box 1625, Binghamton, NY 13902.

**NON-CONTRIBUTORY INSURANCE:** This term means insurance for which the Policyholder does not require premium contributions from the insured Employee. The Schedule of Benefits shows whether the specific insurance is non-contributory insurance.

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**GENERAL DEFINITIONS – ACCIDENTAL DEATH AND DISMEMBERMENT ONLY**

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**RETIREMENT DATE:** This term means the first of the following to occur:

1. The date the insured Employee is eligible for retirement benefits under:
  - a. Any plan of a federal, state, county, municipal, or other retirement system for which the insured Employee is eligible as a result of employment with the Policyholder;
  - b. Any plan the Policyholder sponsors; or
  - c. Any plan for which the Policyholder:
    - i. Makes contributions; or
    - ii. Has made contributions; or
2. The date the insured Employee is eligible for disability benefits under the United States Social Security Act or any similar plan or act.

However, any insured Employee who is Actively at Work and receiving retirement benefits under the United States Social Security Act or any similar plan or act will not be considered retired.

**WAITING PERIOD:** This term means the length of continuous active employment with the Policyholder that an Employee must satisfy in order to become eligible for insurance under this policy. There is no Waiting Period.



