



**UnitedHealthcare<sup>®</sup>**  
**Specialty Benefits<sup>SM</sup>**

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**GROUP BASIC AND SUPPLEMENTAL LIFE  
ACCIDENTAL DEATH AND DISMEMBERMENT  
CERTIFICATE OF COVERAGE**

**FOR  
CITY OF DALLAS**

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**POLICY NUMBER: 301515**

**EFFECTIVE DATE: January 1, 2008**

If there is a discrepancy between the provisions of the Employer's on-line or printed Certificates and the provisions of the Certificates furnished by the Company, the provisions of the Group Policy will prevail.

TX -UIC

City of Dallas  
Active Employees  
(2-08)

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Unimerica Insurance Company's toll-free telephone number for information or to make a complaint at

800-554-5413

You may also write to Unimerica Insurance Company at:

Unimerica Insurance Company  
Administrative Offices  
6300 Olson Memorial Highway  
Golden Valley, MN 55427

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX #(512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

Form No. ACN-TX-MP (8/95)

## AVISO IMPORTANTE

Para obtener información or para someter una queja:

Usted puede llamar al numero de telefono gratis de Unimerica Insurance Company's para información o para someter una queja al

800-554-5413

Usted también puede escribir a Unimerica Insurance Company:

Unimerica Insurance Company  
Administrative Offices  
6300 Olson Memorial Highway  
Golden Valley, MN 55427

Puede comunicarse con el Departamento de Seguro de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al 800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
FAX #(512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### **ADJUNTAR ESTE AVISO A SU POLIZA:**

Esto aviso es solo para proposito de informacion y no se convierte en parte o condición del documento adjunto.

**Unimerica Insurance Company**

**A Stock Company**

**Administrative Offices: 6300 Olson Memorial Highway, Golden Valley, MN 55427**

**Phone: 1-866-615-8727**

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**Policyholder:** City of Dallas

**Effective Date:** January 1, 2008

**Policy Number:** 301515

**Beneficiary:** As on file with the Administrator

We, Unimerica Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy. Please read it carefully.

The Policy may be amended, changed, cancelled or discontinued without the consent of the Covered Person or the Covered Person's beneficiary.

The benefits described in this Certificate insure the Covered Person and, if applicable, any Dependents eligible for insurance. This Certificate becomes effective at 12:01 A.M. Eastern Standard time on the Effective Date shown above.

**Read the Group Certificate Carefully**

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

If the Policyholder or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.

It is signed at the Home Office of Unimerica Insurance Company as of the Effective Date shown above.



Secretary



President

**Group Life, Accelerated Death and  
Accidental Death and Dismemberment  
Insurance Policy Non-Participating**

**Death benefits will be reduced if an acceleration-of-life insurance benefit is paid.**

**DISCLOSURE: Receipt of Acceleration Death Benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect You, Your spouse and Your family's eligibility for public assistance.**

**DISCLOSURE: The Accelerated Death Benefits offered under this Policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as Your life expectancy at the time benefits are accelerated or whether you use the benefits to pay necessary long-term care expense, such as nursing home care. If the Accelerated Death Benefits qualify for favorable tax treatment, the benefits will be excludable from Your income and to subject to federal taxation. Tax laws relating to Accelerated Death Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive Accelerated Death Benefits excludable from income under federal law.**

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## SCHEDULE OF BENEFITS

### Class of Employees

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

All full-time and part-time Employees, excluding temporary and seasonal employees

### Description of Class:

Full-time Employees customarily work: 40 hours per week  
Part-time Employees customarily work: 20 hours per week

### Employee Waiting Period:

An Employee is eligible for insurance on the later of the following dates:

1. The Group Policy's Effective Date, January 1, 2008
2. The date he begins continuous employment with the Policyholder

**Cost of Insurance:** The Covered Person is not required to contribute to the cost of his Basic Life Insurance if he is a full-time employee. Part-time employees are required to contribute to the cost of Basic Life Insurance. Covered Persons are required to contribute to the entire cost of Supplemental Life and AD&D Insurance.

### Covered Person Insurance:

#### Basic Life Insurance Benefit:

\$50,000

Basic Life Insurance Benefit will terminate at retirement.

#### Supplemental Life Insurance Benefit:

**The benefit amount applicable to the Covered Person is that which is elected at the time of enrollment.**

1, 2 or 3 times basic Annual Earnings to a maximum of \$500,000

Supplemental Life Insurance Benefit will terminate at retirement.

**Annual Earnings Definition:** The Annual Earnings received from the Covered Person's Employer for the year ending immediately prior to the Policy Anniversary period. It does not include commissions, bonuses, overtime pay and other extra compensation. Annual Earnings will be rounded to the next higher thousand.

#### Supplemental Accidental Death and Dismemberment Benefit:

\$25,000 to \$250,000 in increments of \$25,000 (amounts above \$150,000 cannot exceed 10 times basic Annual Earnings)

Supplemental Accidental Death and Dismemberment Benefit will reduce to 65% at age 70, 45% at age 75, 30% at age 80, 15% at age 85 and terminate at retirement.

#### Supplemental Accidental Death and Dismemberment Benefits are issued on a:

24 hour basis       non-occupational basis

**Accelerated Death Benefit:** Up to 75% of the combined Basic Life Insurance and Supplemental Life Insurance in force to a maximum of \$500,000. Employee must have at least \$10,000 in Basic Life Insurance in-force to qualify for this benefit.

**Total Disability or Totally Disabled:** the Covered Person will be considered Totally Disabled if he is unable to perform each and every duty of his occupation at his usual place of employment and he is unable to do the material and substantial duties of any job suited to his education, training and experience.

## SCHEDULE OF BENEFITS (continued)

### Dependent Life Insurance:

The Dependent's Insurance included in this Certificate applies only to Employees who have elected, paid premiums and are insured for Dependent Insurance.

### Basic Life Insurance Benefit:

Spouse	\$15,000
Child (each)	
• 14 days of age but less than 6 months of age	\$400
• 6 months of age but less than 25 years of age	\$5,000

### Supplemental Accidental Death and Dismemberment Insurance Benefit:

Spouse Only	60% of the Employee's amount of Supplemental Accidental Death and Dismemberment Benefit
Spouse and Child(ren)	
• Spouse	50% of the Employee's amount of Supplemental Accidental Death and Dismemberment Benefit
• Child(ren)	15% of the Employee's amount of Supplemental Accidental Death and Dismemberment Benefit to a maximum of \$50,000
Child(ren) Only	20% of the Employee's amount of Supplemental Accidental Death and Dismemberment Benefit to a maximum of \$50,000

## GENERAL DEFINITIONS

The male pronoun, whenever used in the Policy, includes the female.

**Active Work or Actively at Work:** The Covered Person reports for work at his usual place of employment or any other business location where he is required to travel and is able to perform the material and substantial duties of his regular occupation for the entire normal workday. The Covered Person must be working at least the minimum number of hours per week in an Eligible Class, as shown in the Schedule of Benefits.

Unless Disabled on the prior workday or on the day of absence, a Covered Person will be considered Actively at Work on the following days:

1. a Saturday, Sunday or holiday which is not a scheduled workday;
2. a paid vacation day, or other scheduled or unscheduled non-workday; or
3. an excused or emergency leave of absence (except medical leave).

**Contributory or Non-Contributory Insurance:** Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions. Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.

**Covered Person:** The Employee insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

**Dependent:** Includes

1. a legal Spouse including a Domestic Partner; and
2. any unmarried Child less than 25 years of age who:
  - a. is not in the armed forces of any country;
  - b. is not insured under the Policy as a Covered Person; or
3. any unmarried and physically or mentally Disabled Child.

The term "Child" includes a natural child, legally adopted child, stepchild, or foster child, grandchild, or any child who lives with the Covered Person in a regular parent-child relationship, provided the Covered Person claims such Child as a Dependent on the Covered Person's most recent federal income tax return.

**Domestic Partner:** a person of the opposite or same sex with whom the Covered Person has established a Domestic Partnership.

**Domestic Partnership:** a relationship between a Covered Person and one other person of the opposite or same sex. All of the following requirements apply to both persons:

1. they must not be related by blood or a degree of closeness that would prohibit marriage in the law of the state in which they reside.
2. they must not be currently married to, or a Domestic Partner of another person under either statutory or common law.
3. they must share the same permanent residence and the common necessities of life.
4. they must be at least 18 years of age.
5. they must be mentally competent to consent to contract.

## GENERAL DEFINITIONS (continued)

6. they must be financially interdependent and have furnished documents to support the following conditions of such financial interdependence:
  - a. they have a single dedicated relationship of at least six months duration.
  - b. they have at least two of the following:
    - a joint ownership of an automobile;
    - a joint checking, bank or investment account;
    - a joint credit account;
    - a joint ownership or a lease for a residence identifying both partners as tenants; or
    - a will and/or life insurance policies which designates the other as primary beneficiary.
7. the Covered Person and the Domestic Partner must jointly sign the required Affidavit of Domestic Partnership.

**Employee:** A person who is:

1. directly employed in the normal business of the Policyholder; and
2. paid for services by the Policyholder; and
3. Actively at Work for the Policyholder, or any subsidiary or affiliate insured under the Policy.

No director or officer of an Policyholder will be considered an Employee unless he meets the above conditions.

**Employer:** The Policyholder and includes any division, subsidiary, or affiliated company named in the Policy. Employer does not include Employers of other related areas of practice for which the Covered Person may also work.

**Hospital or Medical Facility:** A legally operated, accredited facility licensed to provide full-time care and Treatment for the condition for which benefits are payable under the Policy. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities that primarily provide custodial, education or rehabilitative care, or long-term institutional care on a residential basis.

**Injury:** A bodily Injury resulting directly from an accident and independently of all other causes.

**Physician:** A practitioner of the healing arts who is:

1. duly licensed in the state in which the Treatment is received; and
2. practicing within the scope of that license.

The term Physician does not include the Covered Person, the Covered Person's Spouse, children, parents, parents-in-law, or siblings.

**Regular Care:** The Covered Person personally visits a Physician as often as is medically required to effectively manage and treat his disabling condition(s), according to generally accepted medical standards. The Covered Person is receiving appropriate Treatment and care, according to generally accepted medical standards, by a Physician whose specialty or experience is appropriate for the disabling condition(s).

**Sickness:** An illness, disease, pregnancy or complication of pregnancy.

**Treatment:** consultation, advice, tests, attendance or observation, supplies or equipment, including the prescription or use of prescription drugs or medicines.

**We, Our and Us:** Unimerica Insurance Company.



## CERTIFICATE GENERAL PROVISIONS

**Discretionary Authority:** When making a benefit determination under the Policy, We have the sole discretionary authority to determine the Covered Person's or Dependent's eligibility, if applicable, for benefits and to interpret the terms, conditions, limitations, and exclusions, and all other provisions of the Policy including the Certificate of Coverage and any riders or amendments. We may delegate this discretionary authority to other entities or persons who provide services in regard to the administration of the Policy. This provision applies, however, only where the interpretation of the Policy is governed by the Employee Retirement Income Security Act (ERISA). This provision does not prevent the bringing of a legal action under the Time Limit for Legal Proceedings provision, nor does it serve to deprive any insurance department of its statutory rights and obligations.

**Fraud:** We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if the Covered Person or the Employer knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

**Misstatement of Age:** If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon age, then the benefit will be that which would have been payable, based upon the person's correct age.

**Workers' Compensation:** The Policy is not to be construed to provide benefits required by Workers' Compensation laws.

## COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Covered Person's Eligibility:** Employees who work on a full-time basis for a Policyholder are eligible for insurance after completion of the required Employee Waiting Period, provided they are in a class of Employees who are included. Employees will be considered to work on a full-time basis if they customarily work at least the number of hours per week shown in the Schedule of Benefits.

An Employee will become eligible for insurance on the latest of the following dates:

1. the Effective Date of the Policy;
2. the end of the Employee Waiting Period shown in the Schedule of Benefits;
3. the date the Policy is changed to include the Employee's class; or
4. the date the Employee enters a class eligible for insurance.

**Effective Date of Covered Person Insurance:** If an Employee is not Actively at Work on the date his insurance is scheduled to take effect, it will take effect on the day after the date he returns to Active Work. If the Employee's insurance is scheduled to take effect on a non-working day, his Active Work status will be based on the last working day before the scheduled Effective Date of his insurance.

An Employee must use forms provided by Us when applying for insurance.

The Employee's insurance will be effective at 12:01 A.M. Eastern Standard time as follows:

1. if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
  - a. the date the Employee is eligible for insurance, regardless of when he applies; or
  - b. the date the Employee's application is approved by Us if evidence of insurability is required.

**Effective Date of Change in Amount of Insurance:** If there is an increase in the amount of the Covered Person's insurance, the increase will take effect on:

1. the January 1<sup>st</sup> on or next following the date of the increase, if the Covered Person is Actively at Work on the date of increase;
2. the date the Covered Person returns to Active Work if the Covered Person is not Actively at Work on the January 1<sup>st</sup> on or next following the date of the increase;
3. the January 1<sup>st</sup> on or next following the date of the increase, if January 1<sup>st</sup> is a non-working day and the Covered Person was Actively at Work on his last scheduled working day before the non-working day;
4. the January 1<sup>st</sup> on or next following the date of the increase if the Covered Person is on an approved layoff or leave of absence, for reasons other than a Sickness or Injury.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve his application.

Neither an increase nor a decrease in insurance will affect a Payable Claim that occurs prior to the increase or decrease.

A decrease in the amount of the Covered Person's insurance will take effect on the January 1<sup>st</sup> on or next following the date of the decrease.

**COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**  
**(continued)**

**Family and Medical Leave of Absence:** If the Covered Person is on a Family or Medical Leave of Absence, his insurance will be governed by his Employer's policy on Family and Medical Leaves of Absence.

We will continue the Covered Person's insurance if the cost of his insurance continues to be paid and his Leave of Absence is approved in advance and in writing by his Employer.

The Covered Person's insurance will continue for up to the greater of:

1. the leave period required by the Federal Family and Medical Leave Act of 1993; or
2. the leave period required by applicable state law.

While the Covered Person is on a Family or Medical Leave of Absence, We will use earnings from his Employer just prior to the date his Leave of Absence started to determine Our payments to him.

If the Covered Person's insurance does not continue during a Family or Medical Leave of Absence, then when he returns to Active Work:

1. he will not have to meet a new Employee Waiting Period including a Waiting Period for insurance of a Pre-Existing Condition, if applicable; and
2. he will not have to give Us evidence of insurability to reinstate the insurance he had in effect before his Leave of Absence began.

However, time spent on a Leave of Absence, without insurance, does not count toward satisfying his Employee Waiting Period.

**Termination of Covered Person Insurance:** The Covered Person's insurance will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

1. the last day of the period for which a premium payment is made, if the next payment is not made;
2. the date he ceases to be a member of a class eligible for insurance;
3. the date the Policy terminates, or a specific benefit terminates; or
4. the date he ceases to be Actively at Work, unless
  - a. if active work ceases due to an approved layoff, non-medical leave or a medical leave of absence that is not a work related sickness or accidental injury, his insurance may be continued for up to 3 months from the date he stopped active work.
  - b. if active work ceases due to a work related sickness or accidental injury that results in his total disability, his Basic Life Insurance may be continued up to age 65.
5. the date he is no longer Actively at Work due to a labor dispute, including but limited to strike, work slow down or lock out.

## DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Dependents are eligible for insurance on the latest of the following dates:

1. the date the Covered Person becomes eligible for Dependent Insurance;
2. the date a person becomes a Dependent; or
3. the date the Policy is amended to include the Covered Person's class as being eligible for Dependent Insurance.

The Covered Person's Child will not be eligible for Dependent Insurance if the Child is:

1. eligible for insurance under the Policy as a Covered Person; or
2. a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard.

**Effective Date of Dependent Insurance:** No insurance will take effect on any day the Dependent (other than a newborn child) is confined in a Hospital or Medical Facility. Instead, insurance will take effect on the day following discharge from the Hospital or Medical Facility.

A Covered Person must use forms provided by Us when applying for Dependent Insurance.

Dependents will not be insured until the Employee is insured.

The Dependent Insurance will be effective at 12:01 A.M. Eastern Standard time:

1. if it is Non-contributory, on the date the Dependent becomes eligible for insurance regardless of when application was made; or
2. if it is Contributory and the Covered Person makes application within 31 days after the date the Dependent first became eligible, on the later of:
  - a. the date the Dependent becomes eligible for insurance, regardless of when application is made; or
  - b. the date the Dependent's application is approved by Us, if evidence of insurability is required.

**Effective Date of Change in Amount of Insurance:** If there is an increase in the amount of the Dependent's insurance, the increase will take effect on the same date that:

1. the Covered Person's class changes; or
2. the Dependent's status or class changes.

If the Dependent is confined in a Hospital or Medical Facility on that date, any change will take effect on the day following discharge from the Hospital or Medical Facility.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve the application.

A decrease in the amount the Dependent's insurance will take effect on the January 1<sup>st</sup> on or next following the date of the decrease.

**DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**  
**(continued)**

**Termination of Dependent Insurance:** Insurance on a Dependent will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

1. the date he ceases to be a Dependent as defined in the Policy;
2. the date the Covered Person ceases to be a member of a class eligible for Dependent insurance;
3. the date the Covered Person's insurance under the Policy terminates;
4. the date the Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
5. the last day of the period for which a Dependent's required premium payment is made, if the next payment is not made; or
6. the date the Policy terminates, or a specific benefit terminates.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON

**Death Benefits:** We will pay the Covered Person's beneficiary the amount of insurance in force on the date of death when We receive satisfactory proof of a Covered Person's death. The benefit will be paid in accordance with the beneficiary section.

**Assignment:** Life insurance as provided by the Policy may be assigned as an absolute assignment only. In making an assignment, the Covered Person must transfer all his present and future ownership rights to the person to whom he assigned the insurance. This includes the right to change the beneficiary and to convert the insurance. The Covered Person may not make a collateral or partial assignment of his insurance.

**Beneficiary:** The Covered Person's beneficiary will be the person(s) he names in writing to receive any amount of insurance payable due to his death.

The Covered Person may name or change a beneficiary by giving Us written notice at Our Home Office on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it.

If the Covered Person names more than one beneficiary, those who survive will share equally unless the Covered Person specifies otherwise. If there is no named beneficiary living at the time of the Covered Person's death, We will pay any amount due in the following order:

1. to his legal Spouse; or
2. to his natural or legally adopted children in equal shares; or
3. to his estate.

**Notice of Claim:** Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person's beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

**Physical Examination and Autopsy:** We have the right to have a Physician of Our choice examine the Covered Person as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Settlement Options:** Instead of a single payment, the Covered Person may choose to have all or part of the insurance paid under one of the settlement options We have available. We will give the Covered Person full information about the options upon request.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON (continued)

**Conversion Privilege:** The Covered Person may convert:

1. all or part of his Life Insurance to an individual policy of life insurance, other than term insurance, if his insurance terminated because he ceases to be a member of a class eligible for insurance;
2. the amount of insurance to an individual policy of life insurance, other than term insurance, that is lost due to a reduction of insurance because of age;
3. a limited amount of insurance to an individual policy of life insurance, other than term insurance, if he has been continuously insured under the Policy (or the policy it replaced) for five years and the insurance terminated due to termination or amendment of the Policy. The amount the Covered Person may convert in this case is the smaller of the following:
  - a. the amount of Life Insurance which terminates, less the amount he became eligible for under any Policy within 31 days after this insurance terminated; or
  - b. \$10,000.

The Covered Person may convert to any policy, other than term insurance, We are issuing for the purpose of conversions. The conversion policy will not have disability or other supplementary benefits. No evidence of insurability will be required. The Covered Person must submit a written application and the first premium payment for the conversion policy to Our Home Office within 31 days after his insurance terminates. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and the form of the conversion policy, and on his class of risk and age on the date the conversion takes effect.

If the Covered Person dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled under this Policy if the individual policy has not yet taken effect. We will do this whether or not application was made.

A conversion policy is in lieu of benefits under this section of the Policy. However, if the Covered Person is qualified for the Waiver of Premium-Total Disability provision, the converted policy will be cancelled. Premiums paid for the converted policy will be returned.

The conversion policy will take effect on the later of:

1. its date of issue; or
2. 31 days after the date this insurance terminates.

The insurance under the Policy may be reinstated within one year after termination of employment, if the Covered Person has converted and he:

1. gives Us proof that he was Totally Disabled when his insurance terminated and that his insurance would have continued in force under the Waiver of Premium-Totally Disabled provision if he had not converted; and
2. surrenders the conversion policy to Us without claim in return for premiums paid less any unpaid policy loans.

Employees rehired after converting insurance must either lapse that insurance or provide evidence of insurability to keep that individual policy.

**Supplemental Life Limitations:** No benefit will be paid for any loss caused directly or indirectly from:

1. suicide occurring within 24 months after the Covered Person's initial Effective Date of insurance; or
2. suicide occurring within 24 months after the Effective Date of any increase or additional insurance.

## ACCELERATED DEATH BENEFIT FOR COVERED PERSON

**The Accelerated Death Benefit payment may be taxable to the Covered Person. The Covered Person should seek assistance from his personal tax advisor regarding taxes the Covered Person may have to pay as the result of claiming Accelerated Death Benefits.**

If while insured under the Policy, the Covered Person becomes terminally ill (called the "qualifying event") with a life expectancy of less than 12 months and the Covered Person has met all of the conditions set forth below, We will pay the Covered Person the amount of insurance shown in the Schedule of Benefits.

The Covered Person may elect to receive an Accelerated Death Benefit amount that is stated on the Schedule of Benefits. However, an Accelerated Death Benefit payment against the Covered Person's Life Insurance Benefit can only be made once in the Covered Person's lifetime.

The Life Insurance Benefit amount will be reduced by the amount paid under this provision.

The Covered Person must submit written medical evidence signed by the treating Physician and acceptable to Us that he is:

1. under a Physician's care for that condition, and
2. has a life expectancy of less than 12 months.

The Accelerated Death Benefit amount will be paid to the Covered Person after the Covered Person meets all of the conditions listed above. At the time of the payment, the Company will send a statement to the Covered Person specifying the following:

1. the amount of benefits paid
2. the effect of the Accelerated Death Benefit payment on the death benefit, face amount, specified amount, future charges, and future premiums, and
3. the amount of benefits remaining available for acceleration.

In connection with a claim for Accelerated Death Benefits, We reserve the right to ask for a medical exam from a Physician of Our Choice, at Our expense. In the event of conflicting diagnosis, We may request a second exam at Our expense. In that case, the second exam will be from a Physician who is an independent medical examiner. We will rely upon his or her opinion to determine if the Covered Person has met the conditions listed above

We reserve the right to ask for a medical exam in connection with a claim.

The Covered Person must continue to pay any applicable premium for the amount of Life Insurance Benefits remaining after the reduction.

Upon the Covered Person's death, the amount of Life Insurance Benefits paid to the Covered Person's beneficiary will be reduced by the amount already paid under this provision. The Accelerated Death Benefit, related charges, interest, discounts or liens, if applicable, and the balance of the death benefit of the Life Insurance Benefits shall constitute full settlement on maturity of the face amount of the this Policy.

**Limitations:** Accelerated Death Benefits will not be payable if:

1. the Covered Person has assigned his Life Insurance Benefits; or
2. We have been notified that all or a portion of the Life Insurance Benefits are to be paid to the Covered Person's former Spouse as part of a divorce agreement; or
3. the Covered Person is required by law to accelerate benefits in order to meet the claims of creditor(s); or
4. the Covered Person is required by a government agency to accelerate benefits in order to qualify for a government benefit or entitlement.

The Accelerated Death Benefit is not available to Retired Covered Persons.



## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON

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

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes.

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

Loss of life	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%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Coma	100%
Loss of speech	50%
Loss of hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the Same Hand	25%
For a severe burn covering 75% of the body	100%
For a severe burn covering 50% of the body	50%
For a severe burn covering 25% of the body	25%

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of thumb and index finger means the actual, complete and permanent severance through or above the metacarpophalangeal joints. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing. Quadriplegia means total and permanent Paralysis of both upper and lower limbs. Paraplegia means total and permanent Paralysis of both lower limbs. Uniplegia means the total and permanent Paralysis of one limb. Hemiplegia means total and permanent Paralysis of upper and lower limbs on one side of the body. Paralysis means permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb. Coma means the diagnosis of a state of unconsciousness for a continuous period of at least 90 days.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON  
(continued)**

In paying this benefit, 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.

**Seat Belt and Air Bag Benefit for Covered Person:** We will pay an additional Seat Belt benefit for the loss of the Covered Person's life that results from injuries sustained while driving or riding in a private Passenger Car if such Covered Person's Seat Belt was properly fastened. A benefit is not payable under this provision, if:

1. the Covered Person is either a driver or passenger, and the driver was legally intoxicated or under the influence of drugs at the time of the accident; or
2. the driver of the private Passenger Car does not hold a current and valid driver's license at the time of the accident.

An additional Air Bag Benefit will be paid if:

1. Seat Belt Benefit is payable; and
2. the private Passenger Car is equipped with a single Air Bag and the Covered Person is the driver; or
3. the private Passenger Car is equipped with an Air Bag for both the driver and for the front passenger seat and the Covered Person is the driver or front seat passenger; or
4. the private Passenger Car is equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the Covered Person is the driver, front seat passenger or rear seat passenger; and
5. the police report or other evidence establishes that the Air Bag inflated properly upon impact.

We will pay:

1. A Seat Belt benefit of an amount equal to 10% of the full amount of Accidental Death and Dismemberment Benefit; or
2. A Seat Belt and Air Bag Benefit of an amount equal to 15% of the full amount of Accidental Death and Dismemberment Benefit.

However, the amount payable will not exceed \$25,000 for the Seat Belt Benefit or \$38,000 for the combined Seat Belt and Air Bag Benefit.

The accident causing the Covered Person's death must occur while the Covered Person is insured under the Policy.

**Passenger Car** means, for the purposes of this Accidental Death and Dismemberment Benefit, any validly registered four-wheel private Passenger Car. **Seat Belt** means any restraint device which meets published federal safety standards, has been installed by the car manufacturer or reinstalled according to the manufacturer's specifications and has not been altered after such installation. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

**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.

**Limitations:** We will not pay a benefit for a loss caused directly or indirectly by:

1. disease, bodily or mental infirmity, or medical or surgical Treatment of these;
2. suicide or intentionally self-inflicted Injury, while sane or insane;
3. participation in a riot or insurrection, or commission of an assault or felony;
4. war or any act of war, declared or undeclared;

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON  
(continued)**

5. use of any drug, hallucinogen, controlled substance, or narcotic unless prescribed by a Physician;
6. driving while intoxicated, as defined by the applicable state law where the loss occurred;
7. engaging in the following hazardous activities, including skydiving, hang gliding, auto racing, mountain climbing, Russian Roulette, autoerotic asphyxiation or bungee jumping;
8. Injury arising out of or in the course of any occupation or employment for pay or profit, or any Injury or Sickness for which the Covered Person is entitled to benefits under any Workers Compensation Law, Employers Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule of Benefits; or
9. travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people.

**Notice of Claim:** Written notice of a claim for death or Injury must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death or the date the Injury occurred. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the Covered Person does not receive the form from Us within 15 days of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature, and extent of the loss involved.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

**Physical Examination and Autopsy:** We have the right to have a Physician of Our choice examine the Covered Person as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Assignment:** Accidental Death and Dismemberment insurance provided by the Policy cannot be assigned.

## LIFE INSURANCE BENEFIT FOR DEPENDENTS

**Death Benefits:** We will pay the Life Insurance Benefit amount in force on a Dependent, if insured under this section of the Policy, when We receive proof of his death. The amount of insurance is shown in the Schedule of Benefits. Eligible Dependents are defined in the "General Definitions" section of the Policy.

**Assignment:** The Dependent Life Insurance Benefit provided by the Policy cannot be assigned.

**Beneficiary:** Benefits will be paid to:

1. the Covered Person, if living;
2. the legal Spouse of the Covered Person, if the Covered Person is not living; or
3. the estate of the Dependent, if the legal Spouse of the Covered Person is not living.

**Notice of Claim:** Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The insured Dependent may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

**Physical Examination and Autopsy:** We have the right to have a Physician of Our choice examine the insured Dependent, as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Conversion:** A Dependent may convert all or part of his Life Insurance to an individual life policy, other than term insurance, if his insurance terminates because:

1. the Covered Person ceases to be a member of a class eligible for Life Insurance;
2. the Covered Person's legal Spouse lost insurance due to a reduction of insurance because of age;
3. the Covered Person is Totally Disabled or dies; or
4. the Dependent is no longer eligible for Dependent Life Insurance. A Dependent may convert a limited amount of insurance to an individual life policy, other than term insurance, if he was continuously insured under the Policy (or the policy it replaced) for five years if his insurance terminated due to the Policy being terminated or amended.

## LIFE INSURANCE BENEFIT FOR DEPENDENTS (continued)

The amount the Dependent may convert in this case is the smaller of the following:

1. the Life Insurance Benefit amount which terminates less the amount he may become eligible for under any group within 31 days after this insurance terminated; or
2. \$10,000.

The Dependent may convert to any policy We are using for the purpose of conversions. The conversion policy will not have disability or other supplemental benefits. No evidence of insurability is required. The Dependent must submit a written application and the first premium to Our Home Office within 31 days after this insurance terminated. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and form of the conversion policy, and on the Dependent's class of risk and age on the date the conversion takes effect.

If the Dependent dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled under this Policy if the individual policy has not yet taken effect. We will do this whether or not application was made

The conversion policy will take effect on the later of:

1. its date of issue; or
2. 31 days after the date this insurance terminated.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR DEPENDENTS

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

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes.

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

Loss of life	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%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Coma	100%
Loss of speech	50%
Loss of hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the Same Hand	25%
For a severe burn covering 75% of the body	100%
For a severe burn covering 50% of the body	50%
For a severe burn covering 25% of the body	25%

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of thumb and index finger means the actual, complete and permanent severance through or above the metacarpophalangeal joints. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing. Quadriplegia means total and permanent Paralysis of both upper and lower limbs. Paraplegia means total and permanent Paralysis of both lower limbs. Uniplegia means the total and permanent Paralysis of one limb. Triplegia means the total and permanent Paralysis of three limbs. Hemiplegia means total and permanent Paralysis of upper and lower limbs on one side of the body. Paralysis means permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb. Coma means the diagnosis of a state of unconsciousness for a continuous period of at least 90 days.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR DEPENDENTS

In paying this benefit, 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.

**Seat Belt and Air Bag Benefit for Dependent:** We will pay an additional Seat Belt benefit for the loss of the Dependent's life that results from injuries sustained while driving or riding in a private Passenger Car if such Dependent's Seat Belt was properly fastened. A benefit is not payable under this provision, if:

1. the Dependent is either a driver or passenger, and the driver was legally intoxicated or under the influence of drugs at the time of the accident; or
2. the driver of the private Passenger Car does not hold a current and valid driver's license at the time of the accident.

An additional Air Bag Benefit will be paid if:

1. Seat Belt Benefit is payable; and
2. the private Passenger Car is equipped with a single Air Bag and the Dependent is the driver; or
3. the private Passenger Car is equipped with an Air Bag for both the driver and for the front passenger seat and the Dependent is the driver or front seat passenger; or
4. the private Passenger Car is equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the Dependent is the driver, front seat passenger or rear seat passenger; and
5. the police report or other evidence establishes that the Air Bag inflated properly upon impact.

We will pay:

1. A Seat Belt benefit of an amount equal to 10% of the full amount of the Dependent's Accidental Death and Dismemberment Benefit; or
2. A Seat Belt and Air Bag Benefit of an amount equal to 15% of the full amount of Dependent's Accidental Death and Dismemberment Benefit.

However, the amount payable will not exceed \$25,000 for the Seat Belt Benefit or \$38,000 for the combined Seat Belt and Air Bag Benefit.

The accident causing the Dependent's death must occur while the Dependent is insured under the Policy.

**Passenger Car means:** for the purposes of this Accidental Death and Dismemberment Benefit, any validly registered four-wheel private Passenger Car. Seat Belt means any restraint device which meets published federal safety standards, has been installed by the car manufacturer or reinstalled according to the manufacturer's specifications and has not been altered after such installation. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

**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.

**Limitations:** We will not pay a benefit for a loss caused directly or indirectly by:

1. disease, bodily or mental infirmity, or medical or surgical Treatment of these;
2. suicide or intentionally self-inflicted Injury, while sane or insane;
3. participation in a riot or insurrection, or commission of an assault or felony;
4. war or any act of war, declared or undeclared;
5. use of any drug, hallucinogen, controlled substance, or narcotic unless prescribed by a Physician;

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR DEPENDENTS

6. driving while intoxicated, as defined by the applicable state law where the loss occurred;
7. engaging in the following hazardous activities, including skydiving, hang gliding, auto racing, mountain climbing, Russian Roulette, autoerotic asphyxiation or bungee jumping;
8. Injury arising out of or in the course of any occupation or employment for pay or profit, or any Injury or Sickness for which the insured Dependent is entitled to benefits under any Workers Compensation Law, Employers Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule of Benefits; or
9. travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people.

**Notice of Claim:** Written notice of a claim for death or Injury must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death or the date the Injury occurred. If it is not possible, written notice must be given as soon as it is reasonably possible to do so. The notice should identify the insured Dependent.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the Covered Person does not receive the form from Us within 15 days of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature, and extent of the loss involved.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The insured Dependent may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date of loss.

**Physical Examination and Autopsy:** We have the right to have a Physician of Our choice examine the insured Dependent, as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Assignment:** Accidental Death and Dismemberment insurance provided by the Policy cannot be assigned.



## **CHILD CARE EXPENSE BENEFIT UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

We will pay a Child Care Expense Benefit if:

1. a Covered Person and his Children are insured under the Policy; and
2. the Covered Person dies as a result of an Injury; and
3. a Loss of Life benefit is payable for the Covered Person under the Accidental Death and Dismemberment provision.

This benefit will be paid on behalf of any Child under age of 13 or any Child age 13 or older who needs ongoing personal care assistance, who is receiving child care from a licensed child care provider at the time of the Covered Person's death, or within 90 days of the Covered Person's death. Payment will be made to the Child's parent or legal guardian.

The benefit is equal to the lesser of the following amounts:

1. the actual cost charged for the Child Care Expenses per year;
2. 5% of the Covered Person's Loss of Life benefit payable under the Accidental Death and Dismemberment provision, not to exceed \$2,500 per year per Child.

However, We will not pay more than the overall maximum amount of \$5,000 per year for all Child Care Expenses combined.

This Child Care Expense Benefit is payable each year for each Dependent Child who qualifies for Child Care Benefits. No more than two Child Care Benefits will be payable for each Dependent.

To receive this benefit, the Child's parent or legal guardian must provide satisfactory proof that he is incurring expenses that entitle him 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 Child's parent or legal guardian is no longer incurring child care expenses;
2. the date the maximum number of Child Care Benefits have been paid;
3. the date the Child reaches 13 years of age unless the Child needs ongoing personal care assistance.

## **INSURANCE FOR EXPOSURE AND DISAPPEARANCE FOR COVERED PERSONS UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

We will pay an Accidental Death and Dismemberment Loss of Life benefit if an Injury is sustained by a Covered Person who is unavoidably exposed to the elements and as a result of the exposure suffers a loss of life.

We will presume a Covered Person suffered Loss of Life due to an Injury if:

1. the Covered Person is riding in a Common Carrier that is involved in an accident covered under the Policy;
2. as a result of the accident, the Common Carrier is wrecked, sinks, is stranded, or disappears; and
3. the Covered Person's body is not found within one year of the date the accident occurred.

**Common Carrier means:** for the purposes of this Exposure and Disappearance Benefit:

1. any land or water vehicle, transport or vessel including, but not limited to, a vehicle, transport or vessel licensed to carry passengers for hire; or
2. any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.

**REHABILITATION PHYSICAL THERAPY BENEFIT FOR COVERED PERSON AND DEPENDENTS  
UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

We will pay an additional benefit to a Covered Person for rehabilitative physical therapy that is prescribed by the attending Physician if the Covered Person or a Dependent sustains an Injury which causes a dismemberment loss and a benefit is payable under the Accidental Death and Dismemberment benefit.

The maximum rehabilitative physical therapy benefit amount is the lesser of:

1. 100% of the full amount of the Accidental Death and Dismemberment Benefit payable to the Covered Person or to the Dependent;
2. \$5,000.

This benefit will be prorated and paid on a monthly basis for up to 12 months.

Benefits will end if the Covered Person's or Dependent's Physician determines that Rehabilitation Physical Therapy is no longer necessary.

## **EDUCATION BENEFIT FOR COVERED PERSON UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

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

1. an Accidental Death and Dismemberment Loss of Life benefit is payable for the Covered Person;
2. the Covered Person 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 as a full-time student in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level.

The maximum yearly Education Benefit amount is the lesser of:

1. 5% of the Covered Person's Accidental Death and Dismemberment Loss of Life benefits; or
2. \$5,000.

This 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.

If the Covered Person has no surviving Children, or the Children are not insured under the Policy, or the Children do not meet the Education Benefit requirements, then no Education Benefit will be paid.

The 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 as required by Us;
2. the date the Qualified Child no longer qualifies as a Dependent Child for any reason except the Covered Person's death; or
3. the date on which the fourth Education Benefit has been paid.

The following term is defined for the purposes of this Education Benefit:

Qualified Child is any of the Covered Person's unmarried children under the age shown in the General Definitions section who, on the date of the Covered Person's death as a result of an Injury, was either:

1. enrolled as a full-time student 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 as a full-time student 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 Covered Person's death.

## **HOME ALTERATIONS AND VEHICLE MODIFICATIONS BENEFIT FOR COVERED PERSON AND DEPENDENTS UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

If a Covered Person or the Covered Person's Spouse sustains an Injury which requires the individual to use a wheelchair to become ambulatory, and if the individual receives a benefit payment for a loss under the Accidental Death and Dismemberment Benefit, We will reimburse the Covered Person, upon presentation of proof of payment, for:

1. the cost of alterations that were made to the Covered Person's home or to the Covered Person's Spouse's home to make it wheelchair accessible and habitable; and
2. the cost of modifications that were made to the Covered Person's car or to the Covered Person's Spouse's car to make it wheelchair accessible and easier to drive.

The maximum benefit amount combined for all costs of alterations to the home and/or modifications to the car is the lesser of:

1. 100% of the full amount of the Accidental Death and Dismemberment Benefit;
2. \$5,000.

This benefit will not be paid unless:

1. Home Alterations including but not limited to the installation of ramps, and widening of doorways, are made by a person(s) experienced in these types of alterations and the alterations are recommended by a recognized organization providing support and assistance to wheelchair users; and
2. Modifications to a Car including, but not limited to, installation of an automatic lift, modification of steering and braking mechanisms, are made by a person(s) with experience in these types of modifications, and modifications are approved by the federal or state vehicle licensing authorities.

# Unimerica Insurance Company

## Notice of Privacy Policy and Practices

### **Purpose of this Notice**

Unimerica Insurance Company respects the privacy of personal information and understands the importance of keeping this information confidential and secure. This Notice describes how we protect the confidentiality of the personal information we receive. Our practices apply to current and former members.

### **Types of Personal Information We Collect**

We collect a variety of personal information to administer a member's life or health coverage. Some of this information is provided by members in enrollment forms, surveys and correspondence (such as address, Social Security number, and dependent information). We also receive personal information (such as eligibility and claims information) through transactions with our affiliates and members, employers, insurance agents, other insurers, and health care providers. We retain this information after a member's coverage ends. We limit the collection of personal information to that which is necessary to administer our business, provide quality service and meet regulatory requirements.

### **How We Protect Personal Information**

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide our products or services to members (for example, our claims processors and care coordinators). These persons are trained on the importance of safeguarding this information and must comply with our procedures and applicable law. We meet strict physical, electronic and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

### **Disclosure of Personal Information**

We may share any of the personal information we collect (as described above) with our affiliates as permitted by law. We may also disclose this information to non-affiliated entities or individuals as permitted or required by law. Non-affiliates with whom we may disclose information as permitted by law include our attorneys, accountants and auditors, a member's authorized representative, health care providers, third party administrators, insurance agents and brokers, other insurers, consumer reporting agencies, and law enforcement or regulatory authorities. We may also disclose any of the personal information we collect (as described above) to companies that perform marketing services on our behalf or to other companies with whom we have joint marketing or disease management agreements. We do not disclose personal information to any other third parties without a member's request or authorization.

### **Individual Rights to Access and Correct Personal Information**

We have procedures for a member to access the personal information we collect, and other than information we collect in connection with, or in anticipation of, a lawsuit or legal claim, we will make this information available to the member upon written request. Our goal is to keep our member information up-to-date and to correct inaccurate information. We have procedures in place to ensure the integrity of our information and for the timely correction of incorrect information. If you believe that any personal information we have about you is not accurate, please let us know by contacting our Compliance Officer at United Healthcare Specialty Benefits, Mail Route MN010-W115, 6300 Olson Memorial Highway, Golden Valley, MN 55427.

### **Further Information**

We may amend our privacy policy from time to time. In accordance with applicable law, we will send our current customers a Notice describing our privacy policy and practices at least once a year. It will also be available upon request. This Notice is provided on behalf of the following Unimerica Insurance Company affiliates:

For purposes of this Notice of Privacy Practices, “we” or “us” refers to the following UnitedHealthcare entities: All Savers Insurance Company; AmeriChoice of New Jersey, Inc.; AmeriChoice of New York, Inc.; AmeriChoice of Pennsylvania, Inc.; Arizona Physicians IPA, Inc.; Dental Benefit Providers of California, Inc.; Dental Benefit Providers of Illinois, Inc.; Dental Benefit Providers of Maryland, Inc.; Dental Benefit Providers of New Jersey, Inc.; Evercare of Arizona, Inc.; Evercare of Texas, L.L.C.; Fidelity Insurance Company; Golden Rule Insurance Company; Great Lakes Health Plan, Inc.; MAMSI Life and Health Insurance Company; MD-Individual Practice Association, Inc.; Midwest Security Life Insurance Company; Optimum Choice, Inc.; Optimum Choice of the Carolinas, Inc.; Rooney Life Insurance Company; Spectera, Inc.; Spectera Eyecare of North Carolina, Inc.; Spectera Vision, Inc.; Spectera Vision Services of California, Inc.; Unimerica Insurance Company; Unimerica Life Insurance Company; Unimerica Life Insurance Company of New York; United Behavioral Health; United HealthCare of Alabama, Inc.; United HealthCare of Arizona, Inc.; United HealthCare of Arkansas, Inc.; United HealthCare of Colorado, Inc.; United HealthCare of Florida, Inc.; United HealthCare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; United HealthCare of Kentucky, Ltd.; United HealthCare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; United HealthCare of the Midlands, Inc.; United HealthCare of the Midwest, Inc.; United HealthCare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Jersey, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; United HealthCare of Ohio, Inc.; United HealthCare of Tennessee, Inc.; United HealthCare of Texas, Inc.; United HealthCare of Utah; UnitedHealthcare of Wisconsin, Inc.; United HealthCare Insurance Company; United HealthCare Insurance Company of Illinois; United HealthCare Insurance Company of New York; United HealthCare Insurance Company of Ohio; and U.S. Behavioral Health Plan, California.