



# Consumer Privacy Statement

Symetra is serious about keeping your personal information private and secure. This notice of our privacy policy explains how we use and protect your information.

Symetra does not sell or rent information about you to others.

## **Where we get information about you**

The information we get about you comes from different sources, and may include:

- Information that you give to us on applications or other forms, such as your name, address and Social Security number.
- Information from your transactions with us, our affiliated companies or our business partners. This includes products and services you have purchased from us or information about your payment history or claims.
- Information we receive from consumer reporting agencies to confirm or add to facts given by you.
- Information we receive from your insurance agent, broker or financial advisor. This may include updated information about your policy or account.

## **Sharing information**

In order to conduct our business and offer you the products and services that you may want, we may share your information as allowed or required by law.

We may share your information with our affiliates or third parties outside the Symetra family of companies to service, market or underwrite our products and services to you.

We may share your information with insurance agents, brokers and financial advisors who sell our products and services. We may also share your information with financial institutions that we have joint marketing agreements with to sell our products and services.

Working with these businesses allows us to provide you with a broader selection of insurance and investment products and services from our companies. These businesses are legally obligated to keep your information private and secure, and to use it only for the services we request.

If any sharing of your information would require us to give you the option to opt-out of or opt-in to the information sharing, we will provide you with this option.

We will continue to follow our privacy policy as described in this notice even when you are no longer our customer.

## **Medical information**

We obtain or share medical information only in connection with specific products and services. This may include underwriting a life insurance policy, processing a claim, or any other use that we disclose to you before the information is collected.

## **About independent insurance agents, brokers and financial advisors**

The independent insurance agents, brokers and financial advisors who sell our products and services are not our employees and are not subject to our privacy policy.

They may have received personal information about you that we do not have. They may use this information differently than we do. Contact your agent, broker or advisor to learn more about their privacy practices.

## Keeping your personal information safe

We protect your personal information in a variety of ways.

We maintain physical, administrative and technical safeguards to protect this information from unauthorized access.

Employees receive training to protect personal information, and are authorized to access this information only when they have a business need to do so. We expect the agents, brokers and advisors who sell our products and services to maintain a high regard for privacy and to safeguard customer information.

We follow your state law when it protects your privacy more than federal law.

## Accuracy of your information

We need accurate information to provide you with the best possible service.

If you need to update your information, or if the information we have about you is inaccurate or incomplete, please contact us. Please be sure to include your name and policy number or contract number.

- By telephone: You can call us at the telephone number shown on your account statement or on other information we have sent to you. You can also call us at **1-800-796-3872**.
- In writing: You can write to us at the address shown on your account statement or on other information we have sent to you. You can also write to us at **P.O. Box 34690, Seattle, WA 98124-1690**.

You can also request a copy of the information that we have about you in our files to make sure it is correct. You must make your request in writing and send it to the address shown on your policy or contract or to the address shown above. We will send you the information within 30 business days of receiving your request. We will advise you of any person or group to whom we have given the information during the last two years.

If you believe the information about you in our files is wrong, you can notify us in writing. We will review your file and respond to you within 30 business days. If we agree with you, we will change our records. This change will become part of the file. It will be sent to those that received inaccurate information from us. It will also be included in any later disclosures to others.

If we disagree with you, we will explain why. You can provide us with a statement explaining why you believe the information is wrong. This statement will become part of the file. It will be sent to those that received the disputed information from us. It will also be included in any later disclosures to others.

## Privacy and Symetra's websites

This notice also applies to our websites. If you would like more information about our website privacy and security practices, go to [www.symetra.com](http://www.symetra.com) and click on the Privacy link.

## The Symetra family of companies

This notice applies to the following companies:

- Symetra Life Insurance Company
- Symetra National Life Insurance Company
- First Symetra National Life Insurance Company of New York
- Symetra Assigned Benefits Service Company
- Symetra Securities, Inc.
- Clearscope Funding Corporation



Symetra Financial Corporation  
777 108th Avenue NE, Suite 1200  
Bellevue, WA 98004-5135  
[www.symetra.com](http://www.symetra.com)

Symetra® is a registered service mark of Symetra Life Insurance Company.

# First Symetra National Life Insurance Company of New York

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**Group Life Insurance**

**CONTRACT**

# First Symetra National Life Insurance Company Of New York

420 Lexington Avenue, Suite 300  
New York, New York 10170-0399

Phone 1-800-457-9015 www.symetra.com/ny

(A stock insurance company, herein called The Company, We, Our or Us)  
will pay benefits according to the terms and conditions of The Policy.

## Annually Renewable Nonparticipating Group Term Life Insurance Certificate

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**Name of Policyholder:** Crouse Hospital

**Policy Number:**  
01 017932 00

**Effective Date:**  
January 1, 2019

**Place of Delivery:**  
New York

**Anniversary Date:**  
January first of each year beginning  
in 2020

**Premium Due Dates:**  
Monthly, on the first day of each policy  
month

Signed for The Company



Michael Fry, Executive Vice President



Margaret Meister, President

**READ YOUR CERTIFICATE CAREFULLY.  
CERTAIN WAR RISKS ARE NOT ASSUMED.  
IN CASE OF ANY DOUBT WRITE THE COMPANY FOR FURTHER EXPLANATION.**

### Table of Contents

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### **Schedule of Insurance**

The Schedule(s) of Insurance for The Policy benefits listed below are shown in the certificate(s), as incorporated into The Policy:

- 1) Basic Life Insurance;
- 2) Basic Accidental Death and Dismemberment Insurance;
- 3) Supplemental Life Insurance;
- 4) Supplemental Accidental Death and Dismemberment Insurance;
- 5) Supplemental Dependent Life Insurance; and
- 6) Supplemental Dependent Accidental Death and Dismemberment Insurance.

The Schedule(s) of Insurance will control the:

- 1) benefit amounts and maximum limits;
- 2) eligibility and effective date requirements; and
- 3) other schedule amounts and limits;

which apply to the employees of the Policyholder.

## Premium Provisions

### Initial Monthly Premium Rates:

The initial monthly premium rates to be charged for employee coverage and/or child/Spouse coverage, if applicable, are shown on the following page(s).

The first premium is due and payable on the effective date of The Policy. Subject to The Policy's grace period provision, all premiums after the first must be paid when or before they are due.

Premiums are based on the insured's age on his or her effective date and thereafter on the Policy Anniversary following the date of change.

The Initial Monthly Premium Rates may be converted as follows:

<b>To Convert Rates to:</b>	<b>Use a Conversion Factor of:</b>
- annual rates	11.8227
- semi-annual rates	5.9557
- quarterly rates	2.9852

### Grace Period:

The Company will allow the Policyholder a 31 day grace period for the payment of all premiums after the first. During this 31 day period, The Policy will stay in force. If the owed premium is not paid by the 31<sup>st</sup> day, The Policy will automatically terminate. If the Policyholder gives The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.

### Monthly Premium Rate Guarantee:

Initial Monthly Premium rates are guaranteed as follows:

<b>Benefit</b>	<b>Rate Guarantee Period</b>
Basic Life Insurance	36 months
Basic Accidental Death and Dismemberment Insurance	36 months
Supplemental Life Insurance	36 months
Supplemental Accidental Death and Dismemberment Insurance	36 months
Supplemental Dependent Life Insurance	36 months
Supplemental Dependent Accidental Death and Dismemberment Insurance	36 months

Subject to the Rate Guarantee period shown above, The Company has the right to change premium rates on any premium due date if:

- 1) written notice is delivered to the Policyholder's last address on record; and
- 2) the change is effective at least 31 days after the date of notice.

The Rate Guarantee supersedes only those provisions appearing elsewhere in The Policy which give The Company the right to change the premium rates, and then, only for the period of time for which the rates are guaranteed. However, The Company may change the premium rates during the Rate Guarantee period if there is a 10% change in lives and/or volume in The Policy, or if there is a 10% increase or decrease in the number of insured employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. The Company may also change the premium rates during the Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee in no way affects, amends or supersedes any other provision in The Policy.

## Premium Provisions

### Calculation:

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after The Policy is in force, the premium charges will begin on:

- 1) the day the coverage is effective, if it is also the first day of a policy month; or
- 2) the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month. With respect to Dependent Life Insurance only, the premium rate per Dependent Unit or per \$1,000 of insurance, whichever is applicable, will be based on actuarial assumptions, due to the difficulty in obtaining the ages of all Dependents who are covered under this benefit. The actuarial assumptions will produce, in the opinion of The Company, the same total amount of premium as would be obtained by the use of the actual ages of the Dependents covered.

Premiums may be calculated by any other method which both The Company and the Policyholder agree to in writing.

### Premium Payments:

Premium payments are due and payable in full to a place designated by The Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of The Company. Payment of premiums for a period before it is due will not guarantee the insurance for that period.

## Premium Schedule

<u>Coverage</u>	<u>Monthly Rate</u>
Basic Life Insurance	
Class 1 – 4:	\$0.0950 per \$1,000
Class 5:	\$3.525 per \$1,000
Basic Accidental Death and Dismemberment Insurance	\$0.018 per \$1,000
Supplemental Life Insurance	step-rated*
Supplemental Dependent Life Insurance	
Spouse	step-rated*
Child	\$0.123 per \$1,000
Supplemental Accidental Death and Dismemberment Insurance and Supplemental Dependent Accidental Death and Dismemberment Insurance	
Employee	\$0.026 per \$1,000
Employee, Spouse and Child	\$0.038 per \$1,000

\* Supplemental Life Insurance and Supplemental Spouse Life Insurance monthly step-rates are as follows: (Premiums for Supplemental Spouse Life Insurance are calculated based on the Spouse's age.)

<u>Age</u>	<u>Per \$1,000 of Insurance</u>	<u>Age</u>	<u>Per \$1,000 of Insurance</u>
Under 25	\$0.035	50 through 54	\$0.163
25 through 29	0.043	55 through 59	0.305
30 through 34	0.057	60 through 64	0.468
35 through 39	0.064	65 through 69	0.900
40 through 44	0.071	70 through 74	1.459
45 through 49	0.106	75 and over	1.459

Premium rate adjustments due to change in age are effective on the Policy Anniversary following the date of change.



## Policy Provisions

### Entire Contract:

The contract between the parties consists of:

- 1) The Policy;
- 2) any certificates incorporated and made a part of The Policy;
- 3) any riders issued in connection with such certificates;
- 4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
- 5) any written medical insurability application submitted by the Eligible Person/Employee and accepted by The Company in connection with The Policy.

All statements made by the Policyholder or persons insured under The Policy in the application for issuance, renewal or reinstatement of coverage will be deemed representations and not warranties. No statement made to effect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary. The rights of the Policyholder or of any Insured Person or beneficiary under this Policy shall not be affected by any provision other than one contained in this Policy or any riders or endorsements hereon or in any amendments hereto signed by the Policyholder and The Company, or in the copy of the Policyholder's application attached to this Policy or in the individual statements, if any, submitted by an Insured Person in connection therewith.

### Incontestability:

Except for non-payment of premium, the insurance provided by The Policy cannot be contested after such insurance has been in effect for a period of two years.

### Changes:

The Company reserves the right to make changes in The Policy, after The Policy has been in force for 12 months. The Company will give the Policyholder 31 days advance written notice of any change. No agent has authority to change or waive any part of The Policy. To be valid, any change or waiver must be in writing, approved by one of Our officers and the Policyholder and made a part of The Policy.

### Clerical Error:

Clerical error (whether by the Policyholder, the Plan Administrator, or Us) in keeping the records having to do with The Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by The Policy. When a clerical error is found within the first two years coverage is in effect, premiums and benefits will be adjusted based on the true facts and The Policy.

### Conformity with Law:

If any provision of The Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under The Policy, The Company may change The Policy, the premiums or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law; and
- 2) will not be made until The Company gives the Policyholder 31 days notice.

If the change affects the rights of the Policyholder, Insured Person or beneficiary, the change must be agreed to in writing by the Policyholder.

### Termination of Policy:

The Company may terminate The Policy for the following reasons by giving the Policyholder 31 days written notice:

- 1) the Policyholder fails to furnish any information which The Company may reasonably require;
- 2) the Policyholder fails to perform any of his other obligations pertaining to The Policy;
- 3) less than 50% of the persons eligible for coverage on a Contributory basis are insured; or
- 4) fewer than five of the persons eligible for coverage on a Contributory basis are insured.

In addition, The Company may terminate The Policy on any premium due date after The Policy has been in force for 36 months by providing 31 days written notice.

## Policy Provisions

The Company reserves the right to terminate Dependent Life Insurance Benefits on any premium due date on which:

- 1) there are fewer than ten persons insured for Dependent Coverage; or
- 2) less than 15% of the persons eligible for Dependent Coverage on a Contributory basis are insured.

The Company shall give the Policyholder 31 days notice of its intent to terminate the Dependent Life Insurance Benefit.

### **Cancellation:**

The Policy may be cancelled at any time by written notice mailed or delivered by the Policyholder to Us.

If the Policyholder cancels, it becomes effective on the later of:

- 1) the date The Company receives the notice; or
- 2) the date stated in the notice.

If the Policyholder cancels:

- 1) The Company will promptly return to the Policyholder any unearned premium; or
- 2) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro-rata basis. Cancellation will be without prejudice to any claim which commenced prior to the effective date of the cancellation.

### **Certificates:**

The Company will give individual certificates to:

- 1) the Policyholder; or
- 2) any other person according to a mutual agreement among the other person, the Policyholder, and Us;

for delivery to persons covered under The Policy and which will explain the important features of The Policy.

### **Data to be Furnished:**

The Policyholder, or any other person designated by the Policyholder, will give The Company all information The Company needs regarding matters pertaining to the insurance. At any reasonable time while The Policy is in force and for 12 months after that, The Company may inspect any of the Policyholder's documents, books or records which may affect the insurance or premiums of The Policy.

The Policyholder will, upon Our request, give Us:

- 1) the names of all persons initially eligible for coverage;
- 2) the names of all additional persons who become eligible for coverage;
- 3) the names of all persons whose amount of insurance is to be changed;
- 4) the names of all persons whose eligibility or insurance is terminated; and
- 5) any data necessary to administer the insurance provided by The Policy.

If the Policyholder gives The Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he or she is otherwise entitled or have insurance to which he or she is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

## **Policy Provisions**

### **Right to Audit:**

The Company reserves the right to audit, once every two years, the Policyholder's billing records and premium accounting practices. If The Company discovers:

- 1) the names of all persons initially eligible for coverage;
- 2) an overpayment of premium, The Company will return any overpayment amount in a timely manner;

for the previous two year period.

### **Not in Lieu of Workers' Compensation:**

The Policy does not satisfy any requirement for Workers' Compensation insurance.

### **Time Period:**

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

### Incorporation Provision

The Certificate(s) of Insurance listed below are attached to, incorporated in and made a part of, The Policy.

<u>Certificate of Insurance</u>	<u>Applicable to</u>	<u>Effective Date of Incorporation</u>
LGC-03305-CERT/NY 02/14	Class 1	January 1, 2019
LGC-03305-CERT/NY 02/14	Class 2	January 1, 2019
LGC-03305-CERT/NY 02/14	Class 3	January 1, 2019
LGC-03305-CERT/NY 02/14	Class 4	January 1, 2019
LGC-03305-CERT/NY 02/14	Class 5	January 1, 2019

The provisions found in the certificate(s) will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and certificate(s) remain the same.

# First Symetra National Life Insurance Company of New York

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Group Life Insurance

**CERTIFICATE**

**CLASS 1**

# First Symetra National Life Insurance Company Of New York

420 Lexington Avenue, Suite 300

New York, New York 10170-0399

Phone 1-800-457-9015 www.symetra.com/ny

(A stock insurance company, herein called The Company, We, Our or Us)

## Annually Renewable Nonparticipating Group Term Life Insurance Certificate

**Policyholder:** Crouse Hospital  
**Policy Number:** 01 017932 00  
**Policy Effective Date:** January 1, 2019  
**Policy Anniversary Date:** January first of each year beginning in 2020

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. The Policy may be inspected at the office of the Policyholder.

Signed for The Company



Michael Fry, Executive Vice President



Margaret Meister, President

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**READ YOUR CERTIFICATE CAREFULLY.  
CERTAIN WAR RISKS ARE NOT ASSUMED.  
IN CASE OF ANY DOUBT WRITE THE COMPANY FOR FURTHER EXPLANATION.**

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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## Schedule of Insurance – Life

The benefits described herein are those in effect as of: January 1, 2019

### Cost of Coverage:

#### Non-Contributory Coverage:

Basic Life Insurance

Basic Accidental Death and Dismemberment Insurance

#### Contributory Coverage:

Supplemental Life Insurance

Supplemental Accidental Death and Dismemberment Insurance

Supplemental Dependent Life Insurance

Supplemental Dependent Accidental Death and Dismemberment Insurance

**Eligible Class(es) for Coverage:** All full-time Active Employees working a minimum of 20 hours each week who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

Class 1 All Full Time and Part time Non-Union Employees

**Annual Enrollment Period: As determined by Your Employer on a yearly basis.**

#### For newly enrolled:

Employees: up to 1 option.

Spouses: up to 1 option.

Child(ren): up to 1 increment of \$2,500.

#### For currently enrolled:

Employees: up to 1 option.

Spouses: up to 1 option.

Child(ren): up to 1 increment of \$2,500.

This open enrollment does not apply to employees and their dependents previously declined for amounts of coverage, or for those who were required to submit Evidence of Insurability but failed to do so. This open enrollment also does not apply to employees who have not satisfied the service waiting period.

### **Eligibility Waiting Period for Coverage:**

If You are Actively at Work for the Employer on the Policy Effective Date: The first of the month following the date of employment.

If You start working for the Employer after the Policy Effective Date: The first of the month following the date of employment.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer under the Prior Policy.

**Schedule of Insurance – Life**

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer if You are rehired or return to an eligible class within 6 months of the date Your coverage ended.

**Life Insurance Benefit**

Benefit Amounts are rounded to the next higher \$1,000, if not already a multiple thereof.

**Employee**

<u>Basic</u> Class 1	<u>Benefit Amount</u> 1.5 x Earnings	<u>Benefit Maximum Amount</u> \$400,000	<u>Guaranteed Issue Amount</u> \$400,000
<u>Supplemental</u> Class 1	<u>Benefit Amount</u> \$25,000, \$50,000, \$75,000, \$100,000, \$125,000, \$150,000, \$200,000, \$250,000, \$300,000, \$350,000, \$400,000, \$450,000 or \$500,000 as selected by You on the enrollment card	<u>Benefit Maximum Amount</u> \$500,000, not to exceed 5 x Earnings	<u>Guaranteed Issue Amount</u> \$250,000, not to exceed 3 x Earnings

**Dependent**

<u>Supplemental</u> Class 1 Spouse	<u>Benefit Amount</u> \$12,500, \$25,000, \$37,500, \$50,000, \$75,000, \$100,000, \$125,000 or \$150,000 as selected by You on the enrollment card	<u>Benefit Maximum Amount</u> \$150,000	<u>Guaranteed Issue Amount</u> \$25,000
Child 14 days to 6 months 6 months to 26 years	\$500 \$2,500 to \$10,000 in increments of \$2,500 as selected by You on the enrollment card	\$500 \$10,000	\$500 \$2,500

**Accidental Death and Dismemberment Insurance Benefit (AD&D)**

Principal Sums are rounded to the next higher \$1,000, if not already a multiple thereof.

**Employee**

<u>Basic</u> Class 1	<u>Principal Sum</u> 1.5 x Earnings	<u>Principal Maximum Sum</u> \$400,000
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**Schedule of Insurance – Life**

<u>Supplemental</u>	<u>Principal Sum</u>	<u>Principal Maximum Sum</u>
Class 1	\$25,000, \$50,000, \$75,000, \$100,000, \$125,000, \$150,000, \$200,000, \$250,000, \$300,000, \$350,000, \$400,000, \$450,000 or \$500,000 as selected by You on the enrollment card	\$500,000, not to exceed 5 x Earnings

**Dependent**

<u>Supplemental</u>	<u>Principal Sum</u>	<u>Principal Maximum Sum</u>
Class 1		
Spouse only	50% of Your Supplemental AD&D Principal Sum	\$250,000
Child only 14 to 26 years	15% of Your Supplemental AD&D Principal Sum	\$75,000
Spouse and Child Spouse	40% of Your Supplemental AD&D Principal Sum	\$200,000
Child 14 to 26 years	10% of Your Supplemental AD&D Principal Sum	\$50,000

**Additional Accidental Death and Dismemberment Insurance Benefits**

**Seat Belt Benefit**

Seat Belt Benefit Amount: 10% of Basic and Supplemental AD&D Principal Sum  
 Seat Belt Maximum Amount: \$10,000  
 Seat Belt Minimum Amount: \$1,000

**Air Bag Benefit**

Air Bag Benefit Amount: 5% of Basic and Supplemental AD&D Principal Sum  
 Air Bag Maximum Amount: \$5,000

**Repatriation Benefit**

Benefit Amount: 5% of Basic and Supplemental AD&D Principal Sum  
 Maximum Amount: \$5,000

**Schedule of Insurance – Life**

**Reduction in Amount of Life Insurance**

We will reduce the amount of Life Insurance for You and Your Dependent by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right;
- 2) that was continued under the Portability provision; or
- 3) of Life Insurance in force, paid or payable under the Prior Policy.

**Reduction in Coverage Due to Age**

Applies to Basic Life Insurance, Basic Accidental Death and Dismemberment Insurance, Supplemental Life Insurance and Supplemental Accidental Death and Dismemberment Insurance:

We will reduce the Life Insurance Benefit and Principal Sum for You to the percentage indicated in the table below. This reduction will be effective on the Policy Anniversary Date following the date You attain the age shown below. These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;

on or after the date You attain age 70.

Percentage to which the original amount of coverage will be reduced:

<b>Your Age</b>	<b>Benefit % You Receive</b>
70	67%
75	50%

The reduced amount of coverage will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000 and an appropriate adjustment in premium will be made.

Applies to Supplemental Spouse Life Insurance:

We will reduce the Life Insurance Benefit for Your Spouse to the percentage indicated in the table below. This reduction will be effective on the Policy Anniversary Date following the date Your Spouse attains the age shown below. These reductions also apply if:

- 1) Your Spouse becomes covered under The Policy; or
- 2) Your Spouse's coverage increases;

on or after the date Your Spouse attains age 70.

Percentage to which the original amount of coverage will be reduced:

<b>Your Spouse's Age</b>	<b>Benefit % Your Spouse Receives</b>
70	67%
75	50%

The reduced amount of coverage will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000 and an appropriate adjustment in premium will be made.

Applies to Supplemental Spouse Accidental Death and Dismemberment Insurance:

No reduction.

## Definitions – Life

### Active Employee

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

### Actively at Work

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

### Contributory Coverage

means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

### Dependent Child

means:

- 1) Your unmarried children, stepchildren, legally adopted children; or
- 2) any other children related to You by blood or marriage who:
  - a) live with You in a regular parent-child relationship or
  - b) You claimed as a dependent on Your last filed federal income tax return;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) at least 14 days old but under age 26; or
- 2) age 26 or older and disabled. Such children must have become disabled before attaining age 26. You must submit proof, satisfactory to Us, of such children's disability.

### Dependent

means Your Spouse and Your Dependent Child. A Dependent must be a citizen or legal resident of the United States. Any person who is in full-time military service cannot be a Dependent.

### Earnings

means Your regular annual rate of pay not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the most recent date immediately prior to the last Policy Anniversary Date.

### Employer

means the Policyholder.

### Guaranteed Issue Amount

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

### Non-Contributory Coverage

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

## Definitions – Life

### Normal Retirement Age

means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

### Physician

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

### Prior Policy

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

### Related

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

### Spouse

means Your Spouse who is not legally separated or divorced from You.

### The Policy

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

### We, Us or Our

means the insurance company named on the face page of The Policy.

### You or Your

means the person to whom this certificate is issued.

## Definitions – Accidental Death and Dismemberment

### **Airworthiness Certificate**

means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

### **Civil or Public Aircraft**

means a Civil or Public Aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

### **Common Carrier**

means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

### **FAA**

means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

### **Injury**

means bodily Injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You or Your Dependent are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound;  
or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

### **Military Transport Aircraft**

means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

## **Definitions – Accidental Death and Dismemberment**

### **Motor Vehicle**

means a self-propelled, four or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

### **On**

means, when used with reference to any conveyance (land, water or air), in or On, boarding or alighting from the conveyance.

### **Scheduled Aircraft**

means a Civil or Public Aircraft operated by a scheduled airline which:

- 1) is licensed by the FAA for the transportation of passengers for hire; and
- 2) publishes its flight schedules and fares for regular passenger service.

## Eligibility and Enrollment

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

### **Eligibility for Dependent Coverage:** *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

You may not elect coverage for Your Dependent if such Dependent is covered as an employee under The Policy. No person can be insured as a Dependent of more than one employee under The Policy.

### **Enrollment:** *How do I enroll for coverage for myself and my Dependents?*

For Non-Contributory Coverage, Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form, satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

## Eligibility and Enrollment

**Dependent Evidence of Insurability Requirements:** *When will my Dependent first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll for Your Dependent coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Dependent Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

However, no Evidence of Insurability will be required if the amount of Life Insurance for Your Dependent Child is \$15,000 or less.

If Your Dependent Evidence of Insurability is not satisfactory to Us:

- 1) the amount of Dependent Life Insurance will equal the amount for which Your Dependent was eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) Your Dependent will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

**Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You or Your Dependent are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

**Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.



## Period of Coverage

### **Effective Date:** *When does my coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

### **Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance and Accidental Death and Dismemberment Principal Sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made in accordance with any enrollment provision requirements.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

## Period of Coverage

### **Dependent Effective Date:** *When does Dependent coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependent Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

### **Dependent Deferred Effective Date:** *When will the effective date for Dependent coverage or a change in coverage be deferred?*

If, on the date Your Dependent, is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to Disabled children who qualify under the definition of Dependent Child.

**Confined Elsewhere** means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

### **Dependent Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy for my Dependent?*

If, on the day before the Policy Effective Date, You were covered with respect to Your Dependent under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependent. However, the Dependent amount of Insurance will be the lesser of the amount of Life Insurance and the Accidental Death and Dismemberment Principal Sum:

- 1) they had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

### **Change in Coverage:** *When may I change my coverage or coverage for my Dependent?*

After Your initial enrollment, You may increase or decrease coverage for You or Your Dependent or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

## Period of Coverage

### **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the Policy Anniversary Date following the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the Policy Anniversary Date following the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; or
- 4) the first of the month following the last day of any Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

### **Increase in Amount of Life Insurance:** *If I request an increase in the amount of Life Insurance for myself or my Dependent, must we provide Evidence of Insurability?*

If You or Your Dependent are:

- 1) already enrolled for an amount of Life Insurance under The Policy, then You and Your Dependent must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for Life Insurance under The Policy, You and Your Dependent must provide Evidence of Insurability for any amount of coverage, including an initial amount of Life Insurance.

In any event, if the amount of Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependent, as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the amount of Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependent Evidence of Insurability is not satisfactory to Us, the amount of Insurance he or she had in effect on the date immediately prior to the date You requested the increase will not change.

### **Increase in Amount of Life Insurance:** *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

Additionally, once approved, We require Evidence of Insurability again if Your amount of Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
  - a) during the last 12 consecutive month period; or
  - b) since Your Evidence of Insurability was last approved;whichever occurs most recently.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

## Period of Coverage

### **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the last day of the month following the date You or Your Employer terminates Your employment; or
- 5) the last day of the month following the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

### **Dependent Termination:** *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage; or
- 5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the Continuation Provisions.

### **Continuation Provisions:** *Can my coverage and my Dependent coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued beyond a date shown in the Termination provision.

Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage applicable to You or Your Dependent will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and

terminates if in no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your and Your Dependent coverage remain unchanged.

Sickness or Injury: If You are not Actively at Work due to sickness or Injury, all of Your coverage (including Dependent Life coverage) may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage (including Dependent Life coverage) may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

## Period of Coverage

### **Continuation for Dependent Child with Disabilities:** *Will coverage for Dependent Child with Disabilities be continued?*

If Your Dependent Child reaches the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 26 or older;
- 2) Disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child's disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child must have become Disabled before attaining age 26.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the amount of Life Insurance for such Dependent Child will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

### **Waiver of Premium:** *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your and Your Dependent Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

If The Policy terminates after You qualify for the Waiver of Premium provision, Your coverage under the terms of this provision will not be affected even if The Policy terminates.

### **Eligible Coverages:** *What coverages are eligible under this provision?*

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Supplemental Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependent.

### **Disabled:** *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

## Period of Coverage

### **Conditions for Qualification:** *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 65 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

### **When Premiums are Waived:** *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependent.

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

### **Benefit Payable before Approval of Waiver of Premium:** *What if I die or my Dependent dies before I qualify for Waiver of Premium?*

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted six months or more; and
- 3) premiums had been paid for coverage.

### **Waiver Ceases:** *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 65.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) Your Dependent is no longer in an Eligible Class or Dependent coverage is no longer offered;  
or
- 4) Your Dependent no longer meets the definition of Dependent.

## Period of Coverage

### *What happens when Waiver of Premium ceases?*

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependent as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependent if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

### **Effect of Policy Termination:** *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected even if The Policy terminates.

## Benefits – Life

### **Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You or Your Dependent die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of the certificate.

### **Suicide:** *What benefit is payable if death is a result of suicide?*

If You or Your Dependent commit suicide, We will not pay any Supplemental amount of Life Insurance or Supplemental amount of Dependent Life Insurance for the deceased person which was elected within the two year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This two year period includes the time group life insurance coverage was in force under the Prior Policy.

We will refund the premiums paid (less dividend paid in cash and any indebtedness) during the two year period described above.

### **Accelerated Benefit:** *What is the benefit?*

In the event that You or Your Dependent are diagnosed as Terminally Ill, and You request in writing that a portion of the Terminally Ill person's amount of Life Insurance be paid as an Accelerated Benefit while the Terminally Ill person is:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 65;

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit. Premiums will not be adjusted.

You may request a minimum Accelerated Benefit Amount of the lower of 25% or \$50,000 to 50%, and a maximum of \$150,000. However, in no event will the Accelerated Benefit Amount exceed 50% of the Terminally Ill person's amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$2,500 to \$5,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$2,500 now, You cannot request the additional \$2,500 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may affect eligibility for public assistance and may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.



## Benefits – Life

If You have executed an assignment of rights and interest with respect to Your or Your Dependent amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

**Terminal Illness or Terminally Ill** means a life expectancy of 12 months or less.

**Proof of Terminal Illness and Examinations:** *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependent do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependent refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

**No Longer Terminally Ill:** *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*

If You or Your Dependent are diagnosed by a Physician as no longer Terminally Ill and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

**Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependent may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Insurance Benefits; or
- 2) any amount of Life Insurance for which You or Your Dependent were not eligible and covered; under The Policy.

You or Your Dependent will be eligible to convert coverage if coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated.

The amount which may be converted under these circumstances is the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

**Conversion:** *How do I convert my coverage or my Dependent coverage?*

The Policyholder will provide You with written notice of Your and Your Dependent conversion rights within 15 days before or after the date Your and Your Dependent coverage ends and You will have 31 days from the date coverage ended, or from any extended notice period, to convert Your coverage. This written notice will be given by the Policyholder to You or mailed to Your last known address.

## Benefits – Life

To convert Your coverage or coverage for Your Dependent, You must apply within 31 days after Life Insurance terminates. However, if You are provided with notice of Your and Your Dependent conversion rights more than 15 days, but less than 90 days after the date Your and Your Dependent coverage ends, You will have 45 days after You are provided with the notice to convert Your coverage.

Your and Your Dependent conversion rights will expire 90 days after the date Your and Your Dependent coverage ends if the Policyholder does not provide You with notice of Your and Your Dependent conversion rights within 90 days after the date Your and Your Dependent coverage ends.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must pay the required premium for coverage within the time period specified in this provision.

Any individual policy issued to You or Your Dependent under the Conversion Right:

- 1) will be effective as of the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

### **Conversion Policy Provisions:** *What are the Conversion Policy Provisions?*

The Conversion Policy will base premiums on the insured's class of risk under The Policy in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide the same terms and conditions of coverage as The Policy or any benefit other than the Life Insurance Benefit.

If Your or Your Dependent coverage under the Policy ceases because of termination of Your employment or membership in an eligible class ends You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer except term insurance, except that the Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer.

If Your or Your Dependent coverage under the Policy ceases due to Your total and permanent disability, You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer, including term insurance. The Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer, and in the amount of Your Life Insurance Benefit in effect immediately before Your coverage was terminated, less the amount of any life insurance which is replaced with the same or another insurer within 45 days of the date Your coverage under this Policy ceases.

Any amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

is not also available to be converted until such coverage ends. Amounts may be continued as described above or converted, but the amounts cannot be continued and converted at the same time.

### **Death within the Conversion Period:** *What if I or my Dependent die before coverage is converted?*

We will pay the deceased person's amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You or Your Dependent die within 31 days of the date coverage terminates or during any extended notice period; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, or a successful application for Conversion has been made, no Life Insurance Benefit will be payable under The Policy for the amount converted.

## Benefits – Life

### **Effect of Waiver of Premium on Conversion:** *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered.

### **Portability Benefits:** *What is Portability?*

Portability is a provision which allows You and Your Dependent to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Supplemental Life Insurance and Supplemental Dependent Life Insurance only.

### **Qualifying Events:** *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

Qualifying Events for Your Dependent are:

- 1) Your Employment terminates, for any reason prior to Normal Retirement Age;
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends; or
- 4) he or she no longer meets the definition of Dependent. However, a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

### **Electing Portability:** *How do I elect Portability?*

You may elect Portability for Your coverage after Your Supplemental coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependent, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within 31 days after Life Insurance terminates. However, if You are provided with notice of Your and Your Dependent Portability rights more than 15 days, but less than 90 days after the date Your and Your Dependent coverage ends, You will have 45 days after You are provided with the notice to elect Portability. If notice is not given within 90 days, then the insured has 90 days to apply for portability.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

## Benefits – Life

### **Limitations:** *What limitations apply to this benefit?*

You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the amount of Life Insurance that may be continued will not exceed:

- 1) \$500,000 for You;
- 2) \$150,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an amount of Life Insurance which is less than \$5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

### **Effect of Portability on other Provisions:** *How does Portability affect other provisions?*

Portability is not available for any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation Provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability provision; or
- 2) the amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

**Benefits – Accidental Death and Dismemberment**

**Accidental Death and Dismemberment Insurance Benefit:** *When is the Accidental Death and Dismemberment Insurance Benefit payable?*

If You or Your Dependent sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay the injured person’s amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance. The amount of Your Dependent Principal Sum is shown in the Schedule of Insurance.

For Loss of:

Life .....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes .....	Principal Sum
One Hand and One Foot .....	Principal Sum
Speech and Hearing in Both Ears .....	Principal Sum
Either Hand or Foot and Sight of One Eye .....	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia) .....	Principal Sum
Movement of Both Lower Limbs (Paraplegia) .....	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia).....	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot .....	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears .....	One-Half of Principal Sum
Movement of One Limb (Uniplegia).....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand .....	One-Quarter of Principal Sum

**Loss** means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

**Exposure and Disappearance:** *What if Loss is due to exposure or disappearance?*

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You or Your Dependent were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You or Your Dependent suffered Loss of life if:

- 1) the person’s body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered Injury resulting from the accident.

## Benefits – Accidental Death and Dismemberment

### **Seat Belt and Air Bag Benefit:** *When is the Seat Belt and Air Bag Benefit payable?*

If You or Your Dependent sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while the injured person was:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and was wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if the injured person was:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that the injured person was wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

**Accident**, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which the injured person was wearing a Seat Belt.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

**Seat Belt** means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The Seat Belt and Air Bag Benefit will not be payable if the injured person is operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician.]

## Benefits – Accidental Death and Dismemberment

**Intoxicated** means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Repatriation Benefit:** *When is the Repatriation Benefit payable?*

If You or Your Dependent sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of the deceased person's place of permanent residence.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
  - a) preparation of the body for burial or cremation; and
  - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying the deceased person's amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Exclusions:** *What is not covered under The Policy?* (Applies to Accidental Death and Dismemberment Insurance only)

The Policy does not cover any Loss caused or contributed by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 6) Injury sustained while On any aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner;
  - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy; or
  - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 7) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 8) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- 9) Injury sustained while committing or attempting to commit a felony;
- 10) Injury sustained while Intoxicated; or
- 11) Injury sustained while driving while Intoxicated.

## **Benefits – Accidental Death and Dismemberment**

**Intoxicated** means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.



## General Provisions

### **Notice of Claim:** *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, or Our representative, written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Failure to give notice as soon as reasonably possible will not invalidate or reduce any claim. Such notice must include the claimant's name, address and the Policy Number.

### **Claim Forms:** *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### **Proof of Loss:** *What is Proof of Loss?*

With respect to the Life Insurance Benefits, Proof of Loss shall consist of a completed claim form and a certified copy of the death certificate.

For all other coverages, Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
  - a) the date Your disability began;
  - b) the cause of Your disability; and
  - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us or Our representative; with respect to the with respect to the Accidental Death and Dismemberment Benefits, within 90 days; after the loss.

If Proof of Loss other than for Life Insurance Benefits is not given by the time it is due, it will not invalidate or reduce the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

## General Provisions

### **Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

### **Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

### **Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for Loss of life under the Accidental Death and Dismemberment Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

We will pay the Life Insurance Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

### **Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

### **Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

## General Provisions

### **Claim Appeal:** *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

### **Incontestability:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date. This provision does not apply to the Accidental Death and Dismemberment Insurance Benefits.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You and a copy will be provided to You or Your beneficiary.

No statement made relating to Your Dependent being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

### **Assignment:** *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Insurance Benefit, You have the right to assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any assignment made by You under The Policy effective on the date the assignment is signed, subject to action taken by Us prior to receipt of notice of assignment, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

### **Legal Actions:** *When can legal action be taken?*

Legal action cannot be taken against Us sooner than 60 days after the date written Proof of Loss is furnished

### **Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

## General Provisions

**Misstatements:** *What happens if facts are misstated?*

If material facts about Your or Your Dependent age or sex were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

**Entire Policy:**

The rights of the Policyholder, Your rights, or the rights of Your beneficiary under this Policy shall not be affected by any provision other than one contained in The Policy, including Your certificate of insurance, or any riders or endorsements hereon or in any amendments hereto signed by the Policyholder and The Company, or in the copy of the Policyholder's application attached to this Policy or in the individual statements, if any, submitted by You in connection therewith. All statements made by the Policyholder or persons insured under this Policy in the application for the issuance, renewal or reinstatement of coverage will be deemed representations and not warranties.

# First Symetra National Life Insurance Company of New York

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Group Life Insurance

**CERTIFICATE**

**CLASS 2**

# First Symetra National Life Insurance Company Of New York

420 Lexington Avenue, Suite 300

New York, New York 10170-0399

Phone 1-800-457-9015 www.symetra.com/ny

(A stock insurance company, herein called The Company, We, Our or Us)

## Annually Renewable Nonparticipating Group Term Life Insurance Certificate

**Policyholder:** Crouse Hospital  
**Policy Number:** 01 017932 00  
**Policy Effective Date:** January 1, 2019  
**Policy Anniversary Date:** January first of each year beginning in 2020

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. The Policy may be inspected at the office of the Policyholder.

Signed for The Company



Michael Fry, Executive Vice President



Margaret Meister, President

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**READ YOUR CERTIFICATE CAREFULLY.  
CERTAIN WAR RISKS ARE NOT ASSUMED.  
IN CASE OF ANY DOUBT WRITE THE COMPANY FOR FURTHER EXPLANATION.**

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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General Provisions

**Schedule of Insurance – Life**

The benefits described herein are those in effect as of: January 1, 2019

**Cost of Coverage:**

**Non-Contributory Coverage:**

Basic Life Insurance

**Eligible Class(es) for Coverage:** All full-time Active Employees working a minimum of 40 hours each week and all part-time Active Employees working 20 hours or less each week who are citizens or legal residents of the United States, excluding leased or seasonal employees.

Class 2 All Full-Time Union Employees who are members of SEIU Local 1199, Weekenders, and Part-Time Union Employees with Full-Time benefits

**Eligibility Waiting Period for Coverage:**

If You are Actively at Work for the Employer on the Policy Effective Date: The first of the month following 90 days of continuous employment.

If You start working for the Employer after the Policy Effective Date: The first of the month following 90 days of continuous employment.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer under the Prior Policy.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer if You are rehired or return to an eligible class within 6 months of the date Your coverage ended.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a part-time employee with the Employer

**Life Insurance Benefit**

Benefit Amounts are rounded to the next higher \$1,000, if not already a multiple thereof.

**Employee**

<u>Basic</u>	<u>Benefit</u>	<u>Benefit Maximum</u>	<u>Guaranteed Issue</u>
<u>Class 2</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
	3 x Earnings	\$100,000	\$100,000

**Reduction in Amount of Life Insurance**

We will reduce the amount of Life Insurance for You by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right; or
- 2) of Life Insurance in force, paid or payable under the Prior Policy.

**Reduction in Coverage Due to Age**

We will reduce the Life Insurance Benefit for You to the percentage indicated in the table below. This reduction will be effective on the Policy Anniversary Date following the date You attain the age shown below. These reductions also apply if:

- 1) You become covered under The Policy; or
  - 2) Your coverage increases;
- on or after the date You attain age 70.

### Schedule of Insurance – Life

Percentage to which the original amount of coverage will be reduced:

<b>Your Age</b>	<b>Benefit % You Receive</b>
70	67%
75	50%

The reduced amount of coverage will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000 and an appropriate adjustment in premium will be made.



## Definitions – Life

### **Active Employee**

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

### **Actively at Work**

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

### **Earnings**

means Your regular annual rate of pay not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the most recent date immediately prior to the last Policy Anniversary Date.

### **Employer**

means the Policyholder.

### **Guaranteed Issue Amount**

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

### **Non-Contributory Coverage**

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

### **Physician**

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

### **Prior Policy**

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

### **Related**

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

### **Spouse**

means Your Spouse who is not legally separated or divorced from You.

### **The Policy**

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

## **Definitions – Life**

### **We, Us or Our**

means the insurance company named on the face page of The Policy.

### **You or Your**

means the person to whom this certificate is issued.

## Eligibility and Enrollment

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

### **Enrollment:** *How do I enroll for coverage?*

Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

### **Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

## Eligibility and Enrollment

### **Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

## Period of Coverage

### **Effective Date:** *When does my coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

### **Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made in accordance with any enrollment provision requirements.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

### **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the Policy Anniversary Date following the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the Policy Anniversary Date following the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; or
- 4) the first of the month following the last day of any Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

## Period of Coverage

**Increase in Amount of Life Insurance:** *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

Additionally, once approved, We require Evidence of Insurability again if Your amount of Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
  - a) during the last 12 consecutive month period; or
  - b) since Your Evidence of Insurability was last approved;whichever occurs most recently.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

**Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the last day of the month following the date You or Your Employer terminates Your employment; or
- 5) the last day of the month following the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

**Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued beyond a date shown in the Termination provision. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage applicable to You will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and

terminates if In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

**Sickness or Injury:** If You are not Actively at Work due to sickness or Injury, all of Your coverage may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

## Period of Coverage

**Family and Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

### **Waiver of Premium:** *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

If The Policy terminates after You qualify for the Waiver of Premium provision, Your coverage under the terms of this provision will not be affected even if The Policy terminates.

### **Eligible Coverages:** *What coverages are eligible under this provision?*

This provision applies only to Your Basic Life Insurance.

### **Disabled:** *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

### **Conditions for Qualification:** *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 65 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

### **When Premiums are Waived:** *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to convert coverage in accordance with the Conversion Right.

## Period of Coverage

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

### **Benefit Payable before Approval of Waiver of Premium:** *What if I die before I qualify for Waiver of Premium?*

If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for You provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted six months or more; and
- 3) premiums had been paid for coverage.

### **Waiver Ceases:** *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 65.

### *What happens when Waiver of Premium ceases?*

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right.

### **Effect of Policy Termination:** *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.



## Benefits – Life

### **Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of the certificate.

### **Accelerated Benefit:** *What is the benefit?*

In the event that You are diagnosed as Terminally Ill, and You request in writing that a portion of Your amount of Life Insurance be paid as an Accelerated Benefit while You are:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 65;

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit. Premiums will not be adjusted.

You may request a minimum Accelerated Benefit Amount of the lower of 25% or \$50,000 to 50%, and a maximum of \$50,000. However, in no event will the Accelerated Benefit Amount exceed 50% of Your amount of Life Insurance. This option may be exercised only once for You.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$2,500 to \$5,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$2,500 now, You cannot request the additional \$2,500 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may affect eligibility for public assistance and may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

**Terminal Illness or Terminally Ill** means a life expectancy of 12 months or less.

### **Proof of Terminal Illness and Examinations:** *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You do not submit proof of Terminal Illness satisfactory to Us, or if You refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

## Benefits – Life

### **No Longer Terminally Ill:** *What happens to my coverage if I am no longer Terminally Ill?*

If You are diagnosed by a Physician as no longer Terminally Ill and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

### **Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any amount of Life Insurance for which You were not eligible and covered under The Policy.

You will be eligible to convert coverage if coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated.

The amount which may be converted under these circumstances is the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

### **Conversion:** *How do I convert my coverage?*

The Policyholder will provide You with written notice of Your conversion rights within 15 days before or after the date Your coverage ends and You will have 31 days from the date coverage ended, or from any extended notice period, to convert Your coverage. This written notice will be given by the Policyholder to You or mailed to Your last known address.

To convert Your coverage, You must apply within 31 days after Life Insurance terminates. However, if You are provided with notice of Your conversion rights more than 15 days, but less than 90 days after the date Your coverage ends, You will have 45 days after You are provided with the notice to convert Your coverage.

Your conversion rights will expire 90 days after the date Your coverage ends if the Policyholder does not provide You with notice of Your conversion rights within 90 days after the date Your coverage ends.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must pay the required premium for coverage within the time period specified in this provision.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

### **Conversion Policy Provisions:** *What are the Conversion Policy Provisions?*

The Conversion Policy will base premiums on the insured's class of risk under The Policy in effect for new applicants of Your class and age at the time of conversion.

## Benefits – Life

The Conversion Policy will not provide the same terms and conditions of coverage as The Policy or any benefit other than the Life Insurance Benefit.

If Your coverage under the Policy ceases because of termination of Your employment or membership in an eligible class ends You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer except term insurance, except that the Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer.

If Your coverage under the Policy ceases due to Your total and permanent disability, You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer, including term insurance. The Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer, and in the amount of Your Life Insurance Benefit in effect immediately before Your coverage was terminated, less the amount of any life insurance which is replaced with the same or another insurer within 45 days of the date Your coverage under this Policy ceases.

Any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Waiver of Premium provision; or
- 2) Continuation Provisions;

is not also available to be converted until such coverage ends. Amounts may be continued as described above or converted, but the amounts cannot be continued and converted at the same time.

### **Death within the Conversion Period:** *What if I die before coverage is converted?*

We will pay the amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of the date coverage terminates or during any extended notice period;  
and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, or a successful application for Conversion has been made, no Life Insurance Benefit will be payable under The Policy for the amount converted.

### **Effect of Waiver of Premium on Conversion:** *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your death under The Policy will be paid only if the individual Conversion Policy is surrendered.

## General Provisions

### **Notice of Claim:** *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, or Our representative, written notice of a claim within 30 days after the date of death.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Failure to give notice as soon as reasonably possible will not invalidate or reduce any claim. Such notice must include the claimant's name, address and the Policy Number.

### **Claim Forms:** *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### **Proof of Loss:** *What is Proof of Loss?*

With respect to the Life Insurance Benefits, Proof of Loss shall consist of a completed claim form and a certified copy of the death certificate.

For all other coverages, Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
  - a) the date Your disability began;
  - b) the cause of Your disability; and
  - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us or Our representative; after the loss.

### **Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

### **Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

## General Provisions

### **Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

### **Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

### **Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

### **Claim Appeal:** *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

### **Incontestability:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You and a copy will be provided to You or Your beneficiary.

## General Provisions

**Assignment:** *Are there any rights of assignment?*

You have the right to assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any assignment made by You under The Policy effective on the date the assignment is signed, subject to action taken by Us prior to receipt of notice of assignment, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

**Legal Actions:** *When can legal action be taken?*

Legal action cannot be taken against Us sooner than 60 days after the date written Proof of Loss is furnished

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Misstatements:** *What happens if facts are misstated?*

If material facts about Your age or sex were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

**Entire Policy:**

The rights of the Policyholder, Your rights, or the rights of Your beneficiary under this Policy shall not be affected by any provision other than one contained in The Policy, including Your certificate of insurance, or any riders or endorsements hereon or in any amendments hereto signed by the Policyholder and The Company, or in the copy of the Policyholder's application attached to this Policy or in the individual statements, if any, submitted by You in connection therewith. All statements made by the Policyholder or persons insured under this Policy in the application for the issuance, renewal or reinstatement of coverage will be deemed representations and not warranties.

# First Symetra National Life Insurance Company of New York

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Group Life Insurance

**CERTIFICATE**

**CLASS 3**

# First Symetra National Life Insurance Company Of New York

420 Lexington Avenue, Suite 300

New York, New York 10170-0399

Phone 1-800-457-9015 www.symetra.com/ny

(A stock insurance company, herein called The Company, We, Our or Us)

## Annually Renewable Nonparticipating Group Term Life Insurance Certificate

**Policyholder:** Crouse Hospital  
**Policy Number:** 01 017932 00  
**Policy Effective Date:** January 1, 2019  
**Policy Anniversary Date:** January first of each year beginning in 2020

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. The Policy may be inspected at the office of the Policyholder.

Signed for The Company



Michael Fry, Executive Vice President



Margaret Meister, President

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**READ YOUR CERTIFICATE CAREFULLY.  
CERTAIN WAR RISKS ARE NOT ASSUMED.  
IN CASE OF ANY DOUBT WRITE THE COMPANY FOR FURTHER EXPLANATION.**

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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**Schedule of Insurance – Life**

**The benefits described herein are those in effect as of:** January 1, 2019

**Cost of Coverage:**

**Non-Contributory Coverage:**

Basic Life Insurance

**Eligible Class(es) for Coverage:** All part-time Active Employees working less than 40 hours each week who are citizens or legal residents of the United States, excluding leased or seasonal employees.

Class 3 All Part-Time Employees who are members of SEIU Local 1199 working less than 40 hours per week who are eligible for Part-Time Benefits

**Eligibility Waiting Period for Coverage:**

If You are Actively at Work for the Employer on the Policy Effective Date: The first of the month following 90 days of continuous employment.

If You start working for the Employer after the Policy Effective Date: The first of the month following 90 days of continuous employment.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer under the Prior Policy.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer if You are rehired or return to an eligible class within 6 months of the date Your coverage ended.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a part-time employee with the Employer

**Life Insurance Benefit**

**Employee**

	Benefit	Benefit Maximum	Guaranteed Issue
	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
<u>Basic</u> Class 3	\$3,500	\$3,500	\$3,500

**Reduction in Amount of Life Insurance**

We will reduce the amount of Life Insurance for You by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right; or
- 2) of Life Insurance in force, paid or payable under the Prior Policy.

**Reduction in Coverage Due to Age**

No reduction.

## Definitions – Life

### **Active Employee**

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

### **Actively at Work**

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

### **Employer**

means the Policyholder.

### **Guaranteed Issue Amount**

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

### **Non-Contributory Coverage**

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

### **Physician**

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

### **Prior Policy**

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

### **Related**

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

### **Spouse**

means Your Spouse who is not legally separated or divorced from You.

### **The Policy**

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

### **We, Us or Our**

means the insurance company named on the face page of The Policy.

## Definitions – Life

### **You or Your**

means the person to whom this certificate is issued.

## Eligibility and Enrollment

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

### **Enrollment:** *How do I enroll for coverage?*

Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

### **Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

## Eligibility and Enrollment

### **Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

## Period of Coverage

### **Effective Date:** *When does my coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

### **Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made in accordance with any enrollment provision requirements.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

### **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the Policy Anniversary Date following the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the Policy Anniversary Date following the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; or
- 4) the first of the month following the last day of any Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

## Period of Coverage

### **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
  - 2) the last day of the month following the date You are no longer in a class eligible for coverage, or the class is cancelled;
  - 3) the date the required premium is due but not paid;
  - 4) the last day of the month following the date You or Your Employer terminates Your employment; or
  - 5) the last day of the month following the date You are no longer Actively at Work;
- unless continued in accordance with one of the Continuation Provisions.

### **Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued beyond a date shown in the Termination provision. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage applicable to You will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
  - 2) is subject to payment of premium;
  - 3) may be continued up to the maximum time shown in the provisions; and
- terminates if in no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Sickness or Injury: If You are not Actively at Work due to sickness or Injury, all of Your coverage may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

### **Waiver of Premium:** *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

If The Policy terminates after You qualify for the Waiver of Premium provision, Your coverage under the terms of this provision will not be affected even if The Policy terminates.

### **Eligible Coverages:** *What coverages are eligible under this provision?*

This provision applies only to Your Basic Life Insurance.

## Period of Coverage

### **Disabled:** *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

### **Conditions for Qualification:** *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 65 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

### **When Premiums are Waived:** *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to convert coverage in accordance with the Conversion Right.

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

### **Benefit Payable before Approval of Waiver of Premium:** *What if I die before I qualify for Waiver of Premium?*

If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for You provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted six months or more; and
- 3) premiums had been paid for coverage.

### **Waiver Ceases:** *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 65.



## Period of Coverage

*What happens when Waiver of Premium ceases?*

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right.

**Effect of Policy Termination:** *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.

## Benefits – Life

### **Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of the certificate.

### **Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any amount of Life Insurance for which You were not eligible and covered under The Policy.

You will be eligible to convert coverage if coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated.

The amount which may be converted under these circumstances is the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

### **Conversion:** *How do I convert my coverage?*

The Policyholder will provide You with written notice of Your conversion rights within 15 days before or after the date Your coverage ends and You will have 31 days from the date coverage ended, or from any extended notice period, to convert Your coverage. This written notice will be given by the Policyholder to You or mailed to Your last known address.

To convert Your coverage, You must apply within 31 days after Life Insurance terminates. However, if You are provided with notice of Your conversion rights more than 15 days, but less than 90 days after the date Your coverage ends, You will have 45 days after You are provided with the notice to convert Your coverage.

Your conversion rights will expire 90 days after the date Your coverage ends if the Policyholder does not provide You with notice of Your conversion rights within 90 days after the date Your coverage ends.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must pay the required premium for coverage within the time period specified in this provision.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

### **Conversion Policy Provisions:** *What are the Conversion Policy Provisions?*

The Conversion Policy will base premiums on the insured's class of risk under The Policy in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide the same terms and conditions of coverage as The Policy or any benefit other than the Life Insurance Benefit.

## Benefits – Life

If Your coverage under the Policy ceases because of termination of Your employment or membership in an eligible class ends You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer except term insurance, except that the Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer.

If Your coverage under the Policy ceases due to Your total and permanent disability, You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer, including term insurance. The Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer, and in the amount of Your Life Insurance Benefit in effect immediately before Your coverage was terminated, less the amount of any life insurance which is replaced with the same or another insurer within 45 days of the date Your coverage under this Policy ceases.

Any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Waiver of Premium provision; or
- 2) Continuation Provisions;

is not also available to be converted until such coverage ends. Amounts may be continued as described above or converted, but the amounts cannot be continued and converted at the same time.

### **Death within the Conversion Period:** *What if I die before coverage is converted?*

We will pay the amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of the date coverage terminates or during any extended notice period;  
and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, or a successful application for Conversion has been made, no Life Insurance Benefit will be payable under The Policy for the amount converted.

### **Effect of Waiver of Premium on Conversion:** *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your death under The Policy will be paid only if the individual Conversion Policy is surrendered.

## General Provisions

### **Notice of Claim:** *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, or Our representative, written notice of a claim within 30 days after the date of death.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Failure to give notice as soon as reasonably possible will not invalidate or reduce any claim. Such notice must include the claimant's name, address and the Policy Number.

### **Claim Forms:** *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### **Proof of Loss:** *What is Proof of Loss?*

With respect to the Life Insurance Benefits, Proof of Loss shall consist of a completed claim form and a certified copy of the death certificate.

For all other coverages, Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
  - a) the date Your disability began;
  - b) the cause of Your disability; and
  - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us or Our representative; after the loss.

### **Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

### **Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

## General Provisions

### **Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

### **Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

### **Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

### **Claim Appeal:** *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

### **Incontestability:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You and a copy will be provided to You or Your beneficiary.

## General Provisions

**Assignment:** *Are there any rights of assignment?*

You have the right to assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any assignment made by You under The Policy effective on the date the assignment is signed, subject to action taken by Us prior to receipt of notice of assignment, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

**Legal Actions:** *When can legal action be taken?*

Legal action cannot be taken against Us sooner than 60 days after the date written Proof of Loss is furnished

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Misstatements:** *What happens if facts are misstated?*

If material facts about Your age or sex were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

**Entire Policy:**

The rights of the Policyholder, Your rights, or the rights of Your beneficiary under this Policy shall not be affected by any provision other than one contained in The Policy, including Your certificate of insurance, or any riders or endorsements hereon or in any amendments hereto signed by the Policyholder and The Company, or in the copy of the Policyholder's application attached to this Policy or in the individual statements, if any, submitted by You in connection therewith. All statements made by the Policyholder or persons insured under this Policy in the application for the issuance, renewal or reinstatement of coverage will be deemed representations and not warranties.

# First Symetra National Life Insurance Company of New York

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Group Life Insurance

**CERTIFICATE**

**CLASS 4**

# First Symetra National Life Insurance Company Of New York

420 Lexington Avenue, Suite 300

New York, New York 10170-0399

Phone 1-800-457-9015 www.symetra.com/ny

(A stock insurance company, herein called The Company, We, Our or Us)

## Annually Renewable Nonparticipating Group Term Life Insurance Certificate

**Policyholder:** Crouse Hospital  
**Policy Number:** 01 017932 00  
**Policy Effective Date:** January 1, 2019  
**Policy Anniversary Date:** January first of each year beginning in 2020

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. The Policy may be inspected at the office of the Policyholder.

Signed for The Company



Michael Fry, Executive Vice President



Margaret Meister, President

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**READ YOUR CERTIFICATE CAREFULLY.  
CERTAIN WAR RISKS ARE NOT ASSUMED.  
IN CASE OF ANY DOUBT WRITE THE COMPANY FOR FURTHER EXPLANATION.**

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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**Schedule of Insurance – Life**

**The benefits described herein are those in effect as of:** January 1, 2019

**Cost of Coverage:**

**Non-Contributory Coverage:**

Basic Life Insurance

**Eligible Class(es) for Coverage:** All part-time Active Employees working less than 20 hours each week who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

Class 4 All Part-Time Non-Union Employees working less than 20 hours per week

**Eligibility Waiting Period for Coverage:**

If You are Actively at Work for the Employer on the Policy Effective Date: The first of the month following the date of employment.

If You start working for the Employer after the Policy Effective Date: The first of the month following the date of employment.

**Life Insurance Benefit**

**Employee**

	<u>Benefit</u>	<u>Benefit Maximum</u>	<u>Guaranteed Issue</u>
<u>Basic</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
Class 4	\$3,500	\$3,500	\$3,500

**Reduction in Amount of Life Insurance**

We will reduce the amount of Life Insurance for You by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right; or
- 2) of Life Insurance in force, paid or payable under the Prior Policy.

**Reduction in Coverage Due to Age**

No reduction.

## Definitions – Life

### **Active Employee**

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

### **Actively at Work**

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

### **Employer**

means the Policyholder.

### **Guaranteed Issue Amount**

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

### **Non-Contributory Coverage**

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

### **Physician**

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

### **Prior Policy**

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

### **Related**

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

### **Spouse**

means Your Spouse who is not legally separated or divorced from You.

### **The Policy**

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

### **We, Us or Our**

means the insurance company named on the face page of The Policy.

## Definitions – Life

### **You or Your**

means the person to whom this certificate is issued.

## Eligibility and Enrollment

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

### **Enrollment:** *How do I enroll for coverage?*

Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

### **Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

## Eligibility and Enrollment

### **Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

## Period of Coverage

### **Effective Date:** *When does my coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

### **Continuity from a Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made in accordance with any enrollment provision requirements.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

### **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the Policy Anniversary Date following the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the Policy Anniversary Date following the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; or
- 4) the first of the month following the last day of any Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

## Period of Coverage

### **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
  - 2) the last day of the month following the date You are no longer in a class eligible for coverage, or the class is cancelled;
  - 3) the date the required premium is due but not paid;
  - 4) the last day of the month following the date You or Your Employer terminates Your employment; or
  - 5) the last day of the month following the date You are no longer Actively at Work;
- unless continued in accordance with one of the Continuation Provisions.

### **Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued beyond a date shown in the Termination provision. Coverage may not be continued under more than one Continuation Provision.

The amount of continued coverage applicable to You will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
  - 2) is subject to payment of premium;
  - 3) may be continued up to the maximum time shown in the provisions; and
- terminates if in no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Sickness or Injury: If You are not Actively at Work due to sickness or Injury, all of Your coverage may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

### **Waiver of Premium:** *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

If The Policy terminates after You qualify for the Waiver of Premium provision, Your coverage under the terms of this provision will not be affected even if The Policy terminates.

### **Eligible Coverages:** *What coverages are eligible under this provision?*

This provision applies only to Your Basic Life Insurance.

## Period of Coverage

### **Disabled:** *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

### **Conditions for Qualification:** *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 65 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

### **When Premiums are Waived:** *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to convert coverage in accordance with the Conversion Right.

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

### **Benefit Payable before Approval of Waiver of Premium:** *What if I die before I qualify for Waiver of Premium?*

If You die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for You provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted six months or more; and
- 3) premiums had been paid for coverage.

### **Waiver Ceases:** *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 65.



## Period of Coverage

*What happens when Waiver of Premium ceases?*

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right.

**Effect of Policy Termination:** *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium, Your coverage under the terms of this provision will not be affected.

## Benefits – Life

### **Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of the certificate.

### **Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any amount of Life Insurance for which You were not eligible and covered under The Policy.

You will be eligible to convert coverage if coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated.

The amount which may be converted under these circumstances is the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

### **Conversion:** *How do I convert my coverage?*

The Policyholder will provide You with written notice of Your conversion rights within 15 days before or after the date Your coverage ends and You will have 31 days from the date coverage ended, or from any extended notice period, to convert Your coverage. This written notice will be given by the Policyholder to You or mailed to Your last known address.

To convert Your coverage, You must apply within 31 days after Life Insurance terminates. However, if You are provided with notice of Your conversion rights more than 15 days, but less than 90 days after the date Your coverage ends, You will have 45 days after You are provided with the notice to convert Your coverage.

Your conversion rights will expire 90 days after the date Your coverage ends if the Policyholder does not provide You with notice of Your conversion rights within 90 days after the date Your coverage ends.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must pay the required premium for coverage within the time period specified in this provision.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

### **Conversion Policy Provisions:** *What are the Conversion Policy Provisions?*

The Conversion Policy will base premiums on the insured's class of risk under The Policy in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide the same terms and conditions of coverage as The Policy or any benefit other than the Life Insurance Benefit.

## Benefits – Life

If Your coverage under the Policy ceases because of termination of Your employment or membership in an eligible class ends You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer except term insurance, except that the Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer.

If Your coverage under the Policy ceases due to Your total and permanent disability, You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer, including term insurance. The Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer, and in the amount of Your Life Insurance Benefit in effect immediately before Your coverage was terminated, less the amount of any life insurance which is replaced with the same or another insurer within 45 days of the date Your coverage under this Policy ceases.

Any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Waiver of Premium provision; or
- 2) Continuation Provisions;

is not also available to be converted until such coverage ends. Amounts may be continued as described above or converted, but the amounts cannot be continued and converted at the same time.

### **Death within the Conversion Period:** *What if I die before coverage is converted?*

We will pay the amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of the date coverage terminates or during any extended notice period;  
and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, or a successful application for Conversion has been made, no Life Insurance Benefit will be payable under The Policy for the amount converted.

### **Effect of Waiver of Premium on Conversion:** *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your death under The Policy will be paid only if the individual Conversion Policy is surrendered.

## General Provisions

### **Notice of Claim:** *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, or Our representative, written notice of a claim within 30 days after the date of death.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Failure to give notice as soon as reasonably possible will not invalidate or reduce any claim. Such notice must include the claimant's name, address and the Policy Number.

### **Claim Forms:** *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### **Proof of Loss:** *What is Proof of Loss?*

With respect to the Life Insurance Benefits, Proof of Loss shall consist of a completed claim form and a certified copy of the death certificate.

For all other coverages, Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
  - a) the date Your disability began;
  - b) the cause of Your disability; and
  - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us or Our representative; after the loss.

### **Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

### **Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

## General Provisions

### **Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

### **Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

### **Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

### **Claim Appeal:** *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

### **Incontestability:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You and a copy will be provided to You or Your beneficiary.

## General Provisions

**Assignment:** *Are there any rights of assignment?*

You have the right to assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any assignment made by You under The Policy effective on the date the assignment is signed, subject to action taken by Us prior to receipt of notice of assignment, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

**Legal Actions:** *When can legal action be taken?*

Legal action cannot be taken against Us sooner than 60 days after the date written Proof of Loss is furnished

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Misstatements:** *What happens if facts are misstated?*

If material facts about Your age or sex were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

**Entire Policy:**

The rights of the Policyholder, Your rights, or the rights of Your beneficiary under this Policy shall not be affected by any provision other than one contained in The Policy, including Your certificate of insurance, or any riders or endorsements hereon or in any amendments hereto signed by the Policyholder and The Company, or in the copy of the Policyholder's application attached to this Policy or in the individual statements, if any, submitted by You in connection therewith. All statements made by the Policyholder or persons insured under this Policy in the application for the issuance, renewal or reinstatement of coverage will be deemed representations and not warranties.

# First Symetra National Life Insurance Company of New York

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Group Life Insurance

**CERTIFICATE**

**CLASS 5**

# First Symetra National Life Insurance Company Of New York

420 Lexington Avenue, Suite 300

New York, New York 10170-0399

Phone 1-800-457-9015 www.symetra.com/ny

(A stock insurance company, herein called The Company, We, Our or Us)

## Annually Renewable Nonparticipating Group Term Life Insurance Certificate

**Policyholder:** Crouse Hospital  
**Policy Number:** 01 017932 00  
**Policy Effective Date:** January 1, 2019  
**Policy Anniversary Date:** January first of each year beginning in 2020

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. The Policy may be inspected at the office of the Policyholder.

Signed for The Company



Michael Fry, Executive Vice President



Margaret Meister, President

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**READ YOUR CERTIFICATE CAREFULLY.  
CERTAIN WAR RISKS ARE NOT ASSUMED.  
IN CASE OF ANY DOUBT WRITE THE COMPANY FOR FURTHER EXPLANATION.**

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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Certificate Face Page  
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**Schedule of Insurance – Life**

The benefits described herein are those in effect as of: January 1, 2019

**Cost of Coverage:**

**Non-Contributory Coverage:**

Basic Life Insurance

**Eligible Class(es) for Coverage:** All Retirees who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

Class 5 All Eligible Retirees receiving a Pension from the Policyholder

**Eligibility Waiting Period for Coverage:**

None.

**Life Insurance Benefit**

**Employee**

	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
<u>Basic</u> Class 5	\$3,500	\$3,500	\$3,500

**Reduction in Amount of Life Insurance**

We will reduce the amount of Life Insurance for You by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right; or
- 2) of Life Insurance in force, paid or payable under the Prior Policy.

**Reduction in Coverage Due to Age**

No reduction.

## Definitions – Life

### **Employer**

means the Policyholder.

### **Guaranteed Issue Amount**

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

### **Non-Contributory Coverage**

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

### **Physician**

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

### **Prior Policy**

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

### **Related**

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

### **Retiree**

means a former employee of the Employer who is participating in an Employer sponsored pension plan.

### **Spouse**

means Your Spouse who is not legally separated or divorced from You.

### **The Policy**

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

### **We, Us or Our**

means the insurance company named on the face page of The Policy.

### **You or Your**

means the person to whom this certificate is issued.

## Eligibility and Enrollment

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

### **Enrollment:** *How do I enroll for coverage?*

Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

### **Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

## Eligibility and Enrollment

### **Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies; or
- 6) Your Spouse is no longer employed, which results in a loss of group insurance.

## Period of Coverage

### **Effective Date:** *When does my coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until You:

- 1) are discharged from the hospital; or
- 2) are no longer Confined Elsewhere;

and have engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

**Confined Elsewhere** means You are unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

### **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the Policy Anniversary Date following the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the Policy Anniversary Date following the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; or
- 3) the date Evidence of Insurability is approved, if required.

### **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid.

## Benefits – Life

### **Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of the certificate.

### **Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any amount of Life Insurance for which You were not eligible and covered under The Policy.

You will be eligible to convert coverage if coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated.

The amount which may be converted under these circumstances is the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

### **Conversion:** *How do I convert my coverage?*

The Policyholder will provide You with written notice of Your conversion rights within 15 days before or after the date Your coverage ends and You will have 31 days from the date coverage ended, or from any extended notice period, to convert Your coverage. This written notice will be given by the Policyholder to You or mailed to Your last known address.

To convert Your coverage, You must apply within 31 days after Life Insurance terminates. However, if You are provided with notice of Your conversion rights more than 15 days, but less than 90 days after the date Your coverage ends, You will have 45 days after You are provided with the notice to convert Your coverage.

Your conversion rights will expire 90 days after the date Your coverage ends if the Policyholder does not provide You with notice of Your conversion rights within 90 days after the date Your coverage ends.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must pay the required premium for coverage within the time period specified in this provision.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

### **Conversion Policy Provisions:** *What are the Conversion Policy Provisions?*

The Conversion Policy will base premiums on the insured's class of risk under The Policy in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide the same terms and conditions of coverage as The Policy or any benefit other than the Life Insurance Benefit.

## Benefits – Life

If Your coverage under the Policy ceases because of termination of Your employment or membership in an eligible class ends You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer except term insurance, except that the Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer.

If Your coverage under the Policy ceases due to Your total and permanent disability, You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer, including term insurance. The Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer, and in the amount of Your Life Insurance Benefit in effect immediately before Your coverage was terminated, less the amount of any life insurance which is replaced with the same or another insurer within 45 days of the date Your coverage under this Policy ceases.

### **Death within the Conversion Period: *What if I die before coverage is converted?***

We will pay the amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of the date coverage terminates or during any extended notice period;  
and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, or a successful application for Conversion has been made, no Life Insurance Benefit will be payable under The Policy for the amount converted.

## General Provisions

### **Notice of Claim:** *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, or Our representative, written notice of a claim within 30 days after the date of death.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Failure to give notice as soon as reasonably possible will not invalidate or reduce any claim. Such notice must include the claimant's name, address and the Policy Number.

### **Claim Forms:** *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### **Proof of Loss:** *What is Proof of Loss?*

With respect to the Life Insurance Benefits, Proof of Loss shall consist of a completed claim form and a certified copy of the death certificate.

For all other coverages, Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
  - a) the date Your disability began;
  - b) the cause of Your disability; and
  - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us or Our representative; after the loss.

### **Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

### **Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.



## General Provisions

### **Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

### **Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

### **Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

### **Claim Appeal:** *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

### **Incontestability:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You and a copy will be provided to You or Your beneficiary.

## General Provisions

**Assignment:** *Are there any rights of assignment?*

You have the right to assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any assignment made by You under The Policy effective on the date the assignment is signed, subject to action taken by Us prior to receipt of notice of assignment, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

**Legal Actions:** *When can legal action be taken?*

Legal action cannot be taken against Us sooner than 60 days after the date written Proof of Loss is furnished

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Misstatements:** *What happens if facts are misstated?*

If material facts about Your age or sex were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

**Entire Policy:**

The rights of the Policyholder, Your rights, or the rights of Your beneficiary under this Policy shall not be affected by any provision other than one contained in The Policy, including Your certificate of insurance, or any riders or endorsements hereon or in any amendments hereto signed by the Policyholder and The Company, or in the copy of the Policyholder's application attached to this Policy or in the individual statements, if any, submitted by You in connection therewith. All statements made by the Policyholder or persons insured under this Policy in the application for the issuance, renewal or reinstatement of coverage will be deemed representations and not warranties.