

# 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.