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**GROUP  
BENEFIT  
PLAN**

**WAYNE STATE  
UNIVERSITY**

**Life Insurance**

**Life, Supplemental Life, Accidental Death and Dismemberment, Supplemental Accidental Death and Dismemberment and Supplemental Dependent Life**

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**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Hartford, Connecticut  
(Herein called Hartford Life)

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
As of the  
**Effective Date**  
Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

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This is to certify that We have issued and delivered the Group Insurance Policy (Policy) to the Policyholder. The Policy insures the Policyholder's employees who:

- are eligible for the insurance;
- become insured; and
- continue to be insured,

according to the terms of the Policy.

The terms of the Policy which affect an employee's insurance are summarized in the following pages.

This Certificate of Insurance, and the following pages, will become Your Booklet-certificate. The Booklet-certificate is a part of the Policy. This Booklet-certificate replaces any other which We may have issued to the Policyholder to give to You under the Policy specified herein.

**Richard G. Costello, Secretary**

**Thomas M. Marra, President**

The benefits described herein are in effect as of December 1, 2004. Please refer to the Union contracts for information regarding benefit levels in effect prior to December 1, 2004.

The American Association of University Professors, American Federation of Teachers AAUP-AFT Local 6075;  
The International Union, U.A.W., and its Technical, Office and Professional WSU Staff Association, Local 2071,  
U.A.W.;

The International Union U.A.W., and its WSU Professional and Administrative Union, Local 1979, U.A.W.;

Michigan AFSCME Council 25, Local 1497, AFSC&ME, AFL-CIO

International Union of Operating Engineers, Local 547, A, B, C, & H AFL-CIO

International Union of Operating Engineers (Supervising Engineers), Local 547, A, B, C, & H AFL-CIO

Local 517-M, Service Employees International Union, AFL-CIO

Wayne State University Police Officers Association/Police Officers Labor Council

Hotel Employees and Restaurant Employees International Union – Local 24 (except waiters and waitresses at  
McGregor Conference Center).

Some of the terms used within this Booklet-certificate are capitalized and have special meanings. Please refer to the definitions at the end of this Booklet-certificate when reading about Your benefits.

## SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

The Policyholder: WAYNE STATE UNIVERSITY BOARD OF GOVERNORS

The Policy Number: GL-675110

Policy Effective Date: August 1, 2004

### **THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF JANUARY 1, 2008.**

Anniversary Date: August 1 of each year, beginning in 2008.

#### **Who is eligible for coverage?**

Eligible Class(es): All Active Half-time or greater Employees who are U.S. employees, excluding temporary and seasonal employees as follows:

Class 1: Employees of A2 AAUP/AFT Faculty (12- month), A9 AAUP/AFT Faculty (9-month), S2 AAUP/AFT Academic Staff (12-month), S9 AAUP/AFT Academic Staff (9-month), C2 Non Rep Academic Chairs & Directors (12-month), C9 Non Rep Academic Chairs & Directors (9-month), D2 Non Rep Academic Administrators (12-month), D9 Non Rep Academic Administrators (9-month), EX NonRep Executive, F2 Non Rep Faculty (12-month), F9 Non Rep Faculty (9-month), MA Non Rep Management, NC Non Rep Clerical, NE Non Rep Professional (Exempt), NN Non Rep Professional (Non-exempt), R2 Non Rep Research Personnel (12-month), R9 Non Rep Research Personnel (9-month), Local 24 (Hotel & Restaurant), AS AFSCME Local 1497 (Custodial Laborers), OE AFL-CIO Local #547 (Operating Engineers), OS AFL-CIO Local #547 (Operating Engineers Supervisors), PE P & A (Exempt), UAW Local 1979, PN P & A (Non-exempt) UAW Local 1979, SA Staff Association UAW Local 2071, 7M AFL-CIO Local 517-M, PS Public Safety (Police Officers Labor Council), and MR Medical Residents

Class 2: All Retired Employees who Retired on or after July 1, 1968

Class 3: All Retired Employees who retired prior to July 1, 1968

Class 4: All Early retirees who participated in the Early Retirement Incentive program in the year 2003

All persons who are insured for employee coverage will be eligible for coverage for Dependents.

#### **When will You become eligible? (Eligibility Waiting Period)**

You are eligible on the later of either the Policy Effective Date or the date You enter an eligible class.

Retirees are eligible for coverage on the later of:

1. the date on which the individual meets the definition of a Retiree; or
2. the Policy Effective Date.

**When will You become eligible for Dependent Coverage?**

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

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

**What is Evidence of Good Health?**

Evidence of Good Health is information about a person's health from which We can determine if coverage or increases in coverage will be effective. Information may include questionnaires, physical exams, or written documentation as required by Us.

Inquiries as to the status of Your submission of Evidence of Good Health should be addressed to Your Employer and/or Benefit Administrator. We, Your Employer and/or Benefit Administrator will notify You of approvals. We will notify You, in writing, of any disapprovals.

**When will Evidence of Good Health be required?**

Evidence of Good Health is required if:

1. You enroll for coverage more than 31 days after the date You are first eligible to do so for any amount of Life Insurance for Yourself or Your Spouse; or
2. You elect no coverage when eligible to do so and later opt for coverage for any Amount of Life Insurance for Yourself or Your Spouse.

Evidence of Good Health must be provided at Your own expense.

Evidence of Good Health is also required if You elect to increase coverage for Yourself to any higher option or increment level.

If Evidence of Good Health is not approved in this situation, You are eligible for the amount You requested for which Evidence of Good Health was not required.

Evidence of Good Health is also required if You elect to increase coverage for Yourself to any higher option or increment level.

If Evidence of Good Health is not approved in this situation, You are eligible for the amount You requested for which Evidence of Good Health was not required.

**Are there exceptions to the Evidence of Good Health requirement for late enrolling Dependents?**

This Evidence of Good Health requirement will be waived for Your Dependent spouse and/or Dependent children, if:

1. You do not elect coverage for Your spouse when first eligible to do so, but, within 31 days following the date You acquire Your first child, You elect spouse coverage; or
2. Your spouse and children were previously covered for life benefits provided by Your spouse's employer group plan; and
  - a) Your spouse and children have ceased to be covered under the employer's group plan due to Your spouse's loss of employment or cancellation of that group plan;
  - b) Your spouse and children provide Us with proof of prior coverage, including the date of termination, when applying for Dependent Coverage; and
  - c) coverage with Us is requested within 31 days of Your spouse's loss of coverage.

Dependents who qualify for this waiver will be subject to all other conditions, restrictions and limitations of the Policy.

**AMOUNT OF LIFE INSURANCE  
Employee and Retiree Only**

**What Life benefits are available to You?**

With respect to Class 1,

**Basic Amount of Life Insurance:**

An amount equal to Your annual rate of basic Earnings, rounded to the next higher \$1,000 times 1, subject to a maximum of \$750,000.

In no event however will Your Basic Amount of Life Insurance be less than \$25,000.

With respect to Class 1,

**Supplemental Amount of Life Insurance:**

An amount equal to Your annual rate of basic Earnings, rounded to the next higher \$1,000 times 1, 2, or 3, subject to a maximum of \$750,000.

**What Life benefits are available to Retirees?**

With respect to Class 2,

**Basic Amount of Life Insurance:**

An amount equal to \$2,500.

With respect to Class 3,

**Basic Amount of Life Insurance:**

An amount equal to \$1,000.

With respect to Class 4,

**Basic Amount of Life Insurance:**

An amount equal to \$25,000.

**Are there other limitations which apply to Amounts of Life Insurance for Employees and Retirees?**

The Amount You elect is indicated on Your group enrollment form.

Your Amount of Life Insurance will be reduced by any life benefit:

1. paid to You under an accelerated death benefit in the Prior Plan; and
2. in force for You under any disability extension provision of the Prior Plan.

With respect to Class 1,

In no event shall the combined amount of:

- Basic Life Insurance; and
- Supplemental Life Insurance,

exceed \$750,000. In the event the combined amount of such coverages would exceed \$750,000, any necessary reductions shall come first from the Supplemental Life Insurance and then, if necessary, from the Basic Life Insurance.

**If You convert, does it affect the Amount of Life Insurance benefit payable?**

The Amount of Life Insurance under the Policy will be reduced by the amount of the individual life insurance issued in accordance with the Conversion Privilege for reasons other than reductions in coverage.

**ACCIDENTAL DEATH, DISMEMBERMENT  
AND LOSS OF SIGHT BENEFIT (AD&D)  
Employee Only**

**NOTE: NOT APPLICABLE TO RETIREES.**

**What AD&D Benefits are available to You?**

With respect to Class 1,

**Basic Principal Sum:**

An amount equal to Your annual rate of basic Earnings, rounded to the next higher \$1,000 times 1, subject to a maximum of \$750,000.

In no event however will Your Basic Principal Sum be less than \$25,000.

With respect to Class 1,

**Supplemental Principal Sum:**

An amount equal to Your annual rate of basic Earnings, rounded to the next higher \$1,000 times 1, 2, or 3, subject to a maximum of \$750,000.

With respect to Class 1,

In no event shall the combined amount of:

- Basic Principal Sum; and
- Supplemental Principal Sum,

exceed \$750,000. In the event the combined amount of such coverages would exceed \$750,000, any necessary reductions shall come first from the Supplemental Principal Sum and then, if necessary, from the Basic Principal Sum.

**REDUCED AMOUNTS OF INSURANCE**

**What reductions in Your coverage will occur due to Your age?**

**NOTE: NOT APPLICABLE TO RETIREES.**

Your Amount of Life Insurance and Principal Sum will decrease on the date You attain any of the ages specified in the following table. The Amount of Life Insurance and Principal Sum in force immediately prior to that date will be reduced by the percentage indicated in the following table.

Additionally, if:

1. You become insured under the Policy; or
2. Your coverage increases,

on or after the date You attain age 70, We reduce the amount of coverage for which You would otherwise be eligible in the same manner.

Age When Reduction Occurs	70	75	80	85
Percentage by which current amount of coverage (after all previous reductions) will be reduced	33%	55%	70%	80%

Reduced amounts of Life Insurance and Principal Sum will be rounded to the next higher multiple of \$500, if not already such a multiple.

**AMOUNT OF LIFE INSURANCE  
Dependent Only**

**What Life benefits are available to Your Dependents?**

**NOTE: RETIREES ARE NOT ELIGIBLE FOR DEPENDENT COVERAGE.**

With respect to Class 1,

**Supplemental Dependent Spouse:**

An amount equal to \$20,000.

**Supplemental Dependent Children:**

15 day(s) of age or older: \$10,000

The Amount You elect is indicated on Your group enrollment form.

**ELIGIBILITY AND ENROLLMENT**

**Must You contribute toward the cost of coverage?**

With respect to Basic Life Insurance and Basic AD&D coverage, You do not contribute toward the cost.

With respect to Supplemental Life Insurance, Supplemental Dependent Life Insurance and Supplemental AD&D coverage, You must contribute toward the cost.

**How do You request coverage for Yourself?**

If You are not required to contribute toward the cost of coverage, You are not required to request coverage. Enrollment will be automatic. However, You will be required to complete a beneficiary election form.

If You must contribute toward the cost of coverage, You are required to enroll for coverage. To do so You must complete and sign a group insurance enrollment form acceptable to Us and deliver it to the Employer.

**When does coverage start?**

If You are not required to contribute toward the cost of coverage, You will become insured on the date You become eligible for coverage.

If You must contribute toward the cost of coverage, You will become insured on the first to occur of:

1. the date You are eligible, if You enroll on or before that date;
2. the date You enroll, if You enroll within 31 days after the date You become eligible.

If You enroll more than 31 days after the date You first become eligible to do so, no Supplemental Life Insurance coverage will be available without Evidence of Good Health.

Coverage for which We require Evidence of Good Health will become effective on the later of:

1. the date You become eligible; or
2. the date approved by Us.

All effective dates of coverage are subject to the Deferred Effective Date provision.

**What is the Deferred Effective Date provision for employees?**

If You are absent from work due to a physical or mental condition on the date Your insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of Your insurance, any increase in insurance or the additional benefit will be deferred until the date You return to work as an Active Half-time or greater Employee.

**When does coverage for Your Dependent(s) start?**

You are required to enroll for contributory Dependent coverage. To do so You have to complete and sign a group insurance enrollment form acceptable to Us and deliver it to the Employer.

Your spouse will become insured for coverage for which We do not require Evidence of Good Health on the first to occur of:

1. the date You are eligible for Dependent Coverage, if You enroll or have enrolled for spouse coverage by then; or
2. the date You enroll for Dependent Coverage, if You do so within 31 days after the date You are eligible.

If You enroll for Supplemental Dependent Spouse Coverage more than 31 days after You are first eligible to do so, no coverage will be available without Evidence of Good Health.

Coverage for which We require Evidence of Good Health will be effective on the later of:

1. the date You become eligible; or
2. the date approved by Us.

Each child will become insured for coverage for which We do not require Evidence of Good Health on the first to occur of:

1. the date You are eligible for Dependent Coverage, if You enroll or have enrolled for child coverage by then; or
2. the date You enroll for coverage for Your child, if You do so within 31 days after the date You acquire the child.

If You enroll for Dependent Spouse Coverage more than 31 days after You are first eligible to do so, no coverage will be available without Evidence of Good Health unless You elect Dependent Spouse Coverage within 31 days following the date You acquire Your first child.

Coverage for which We require Evidence of Good Health will be effective once approved by Us.

In no event will Dependent Coverage become effective before the date You become insured.

All effective dates of coverage are subject to the Deferred Effective Date provision for Dependents.

**What is the Deferred Effective Date provision for Dependents?**

If a Dependent, other than a newborn, is confined at home, in a hospital or elsewhere because of a physical or mental condition on the date insurance, an increase in coverage or a new benefit added to the Policy would otherwise have become effective, the effective date of insurance, any increase or additional benefit will be deferred until the Dependent is discharged from the hospital or no longer confined and has engaged in substantially all the normal activities of a healthy person of the same age for a period of at least 15 days in a row.

"Confined elsewhere" means the individual is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

**When are changes effective?**

The provisions, terms and conditions of the Schedule of Insurance or this Booklet-certificate may be modified, amended or changed at any time; consent from any covered individual is not required.

If there is any type of change in Your class, Earnings, the Schedule of Insurance or the Booklet-certificate which:

1. decreases an amount of coverage or deletes, limits or restricts the availability of a benefit or provision, then that decrease, deletion, limitation or restriction will be effective on the date the change in class, Earnings, the Schedule of Insurance or the Booklet-certificate is effective;
2. increases an amount of coverage or adds, improves or increases availability of a benefit or provision, then that increase, addition or improvement will be effective on the date the change in class, Earnings, the Schedule of Insurance or the Booklet-certificate is effective, subject to application of the Deferred Effective Date provision and Our approval where Evidence of Good Health is required.

**BENEFITS****Life Insurance Benefit****To whom and how are benefits paid?**

A completed claim form, a certified copy of the death certificate and Your enrollment form must be sent to the Employer or Us. When the required claim papers are received and approved by Us, the Amount of Life Insurance will be paid.

Benefits payable for a Dependent's death are payable to You if living, otherwise, We may, at Our option, pay the benefit to Your surviving spouse or to the executors or administrators of Your estate.

Your death benefit will be paid in a lump sum to the beneficiary(ies) designated by You in writing and on file with the Employer.

Unless You have requested something different, payment will be made as follows:

1. If more than one beneficiary is named, each will be paid an equal share.
2. If any named beneficiary dies before You, His share will be divided equally among the named surviving beneficiaries.

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

1. up to \$500 of Your life insurance to any party that We deem is entitled because of their payment of burial expenses. We will be released from further liability for any amount so paid; and/or
2. the executors or administrators of Your estate; or
3. Your surviving relatives in the following order:
  - a) all to Your surviving spouse; or
  - b) if Your spouse does not survive You, in equal shares to Your surviving children; or
  - c) if no child survives You, in equal shares to Your surviving parents.

If a minor does not have a legal guardian, We may, until such a guardian is appointed, pay the person We deem to be caring for and supporting him, and We will be released from further liability for any amount so paid. Such payment will be in monthly installments of not more than \$200.

If a death benefit payable meets Our guidelines, then the benefit is payable into a checking account. In the case of a Dependent death benefit, You own the checking account. In the case of Your death benefit, Your beneficiary owns the checking account. A lump sum payment may be elected by writing a check for the full amount in the checking account.

**What benefit is payable if Your death results from suicide?**

No Supplemental Life or Supplemental Dependent Life benefit will be payable if death results from suicide, whether sane or insane, within 2 years of the effective date of Your coverage. Additionally, if death resulting from suicide, whether sane or insane, occurs within 2 years of the effective date of an increase in Your coverage, the death benefit payable is limited to the amount of coverage in force prior to the increase. The 2 year period includes the time coverage was in force under a Prior Plan.

**Accelerated Death Benefit**

**This benefit is not available for Retirees.**

**What is the benefit?**

If You are or Your Dependent is diagnosed as being Totally and Permanently Disabled and proof of such diagnosis is provided by an attending physician licensed to practice in the United States, and that person is:

1. less than age 70; and
2. insured for at least \$10,000,

then You may request that a portion of that person's Amount of Life Insurance be paid to You prior to death.

The request cannot exceed 80% of the in force Amount of Life Insurance, and is subject to a minimum of \$3,000 and a maximum of \$500,000. You may exercise this option only once per person.

For example, if You have an Amount of Life Insurance equal to \$20,000 and You are Totally and Permanently Disabled, You can request any portion of the life insurance between \$3,000 to \$16,000 to be paid to You now instead of to Your beneficiary at Your death. However, if You decide to request only \$3,000 now, You cannot request the additional \$13,000 in the future.

**What does Totally and Permanently Disabled mean?**

Totally and Permanently Disabled Illness means that an individual has a life expectancy of 12 months or less.

**RECEIPT OF ANY BENEFITS IN ACCORDANCE WITH THIS PROVISION WILL REDUCE LIFE INSURANCE BENEFITS PAYABLE UPON DEATH.**

**What if an individual is no longer Totally and Permanently Disabled?**

If diagnosed as no longer Totally and Permanently Disabled, coverage may or may not remain in force. Coverage which remains in force will be reduced by any amount of Accelerated Death Benefits received and premium is due for this reduced amount. If coverage does not remain in force, then the reduced amount of coverage may be converted.

**What limitations apply to this benefit?**

The Accelerated Death Benefit provision will be subject to all applicable terms and conditions of the Policy.

No Accelerated Death Benefit will be paid if You are required by law to accelerate benefits to meet the claims of creditors, or if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement.

**What if You made an assignment under this plan?**

If You have executed an assignment of rights and interest with respect to Your Amount of Life Insurance, in order to pay benefits to You under this provision, We must receive a release from the individual to whom the assignment was made before any benefits are payable.

**Accidental Death and Dismemberment (AD&D) Benefit  
Employee Only**

**NOTE: NOT APPLICABLE TO RETIREES**

**What conditions are necessary for benefits to become payable?**

We will pay a benefit if You suffer an accidental injury while insured and:

1. a Loss results directly from such injury, independent of all other causes; and
2. such Loss occurs within 365 days after the date of the accident causing the injury.

**When should We be notified of a claim?**

A claimant must give Us, or Our appropriate representative, written notice of a claim within 20 days after the Loss happens or starts. If notice cannot be given within that time, it must be given as soon as possible after that.

Such notice must include:

1. the claimant's name and address; and
2. the Policy or account number.

**Are special forms required to file a claim?**

Within 15 days of receiving a notice of claim, We or Our appropriate representative will send forms to the claimant for providing proof of Loss. If the forms are not provided within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of claim.

**When must proof of Loss be given?**

Satisfactory written proof of Loss must be sent to Us or Our appropriate representative, within 90 days after the date of such Loss. However, all claims must be submitted to Us within 90 days of the date any individual's insurance terminates.

If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible, but no later than a year after it is due unless the claimant is not legally competent.

**When and to whom will Your claim be paid?**

Benefits for Loss of life will be paid in accordance with Your life insurance beneficiary designation. Unless otherwise specified, benefits for all other Losses are payable to You.

Benefits for all other Losses will be paid as soon as due written proof is received. Benefits for all other Losses will be paid not more than 60 days after written proof is received.

Any payments other than for Loss of life which are owing at Your death may be paid to Your estate. If any payment is owed to:

1. Your estate;
2. a person who is a minor; or
3. a person who is not legally competent,

then We may pay up to \$1,000 to Your relative who is entitled to it in Our opinion. Any such payment shall fulfill Our responsibility for the amount paid.

**What types of injuries are excluded from coverage?**

No benefit will be paid for a Loss caused or contributed to by:

1. sickness;
2. disease;
3. any medical treatment for items (1) or (2);
4. any infection, except a pus-forming infection of an accidental cut or wound;
5. war or any act of war, whether war is declared or not;
6. any injury received while in any armed service of a country which is at war or engaged in armed conflict;
7. any intentionally self-inflicted injury, suicide, or suicide attempt, whether sane or insane;
8. taking drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for or administered by a licensed physician; or
9. the injured person's intoxication.

Intoxication means that blood alcohol content or the results of other means of testing blood alcohol level, meet or exceed the legal presumption of intoxication under the law of the state where the accident took place.

**What is the benefit payable?**

The benefit payable for any Loss is that which is shown opposite the Loss in the following schedule. The Principal Sum is shown in the Schedule of Insurance. No benefit is payable for any Loss which is not shown in the schedule below.

<u>DESCRIPTION OF LOSS</u>	<u>BENEFIT</u>
Loss of life	Principal Sum
Loss of a hand	One-half the Principal Sum
Loss of a foot	One-half the Principal Sum
Loss of an eye	One-half the Principal Sum
Loss of speech or hearing	One-half the Principal Sum
Loss of thumb and index finger on either hand	One-quarter the Principal Sum
Loss of movement of both upper and lower limbs (Quadriplegia)	Principal Sum
Loss of movement of three limbs (Triplegia)	Three-quarters the Principal Sum
Loss of movement of both lower limbs (Paraplegia)	Three-quarters the Principal Sum
Loss of movement of both upper and lower limbs on one side of the body (Hemiplegia)	One-half the Principal Sum
Loss of movement of one limb (Uniplegia)	One-quarter the Principal Sum
More than one of the above resulting from one accident	Principal Sum or the sum of the Benefits payable for each Loss, whichever is lesser.

Loss means the following:

1. Loss of a hand or foot means that it is completely cut off at or above the wrist or ankle joint.
2. Loss of an eye means that sight in the eye is completely lost and cannot be recovered or restored.
3. Loss of speech or hearing means that speech or hearing is lost entirely and the Loss cannot be recovered or restored. Hearing must be lost in both ears.
4. Loss of movement of limbs means that the movement is completely lost and is irreversible.
5. Loss of thumb and index finger means actual severance through or above the metacarpophalangeal joints.

**Seat Belt/Air Bag Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You suffer a Loss under the AD&D Benefit, while:

1. a passenger riding in; or
2. the licensed operator of,

an Automobile and, at the time of the accident, You were properly wearing a Seat Belt as verified on the police report, then a Seat Belt Benefit will be payable in addition to the Principal Sum.

**What is the Seat Belt Benefit payable?**

The Seat Belt Benefit payable is the lesser of:

1. 25% of the Principal Sum; or
2. \$10,000.

**What conditions are necessary for an Air Bag Benefit to become payable?**

If a Seat Belt Benefit is payable, We will pay an additional 5% of the Principal Sum, subject to a maximum of \$5,000, as an Air Bag Benefit, provided that:

1. You were positioned in a seat that was equipped with a factory installed Air Bag;
2. You were properly strapped in the Seat Belt when the Air Bag inflated; and
3. the police report establishes that the Air Bag inflated properly upon impact.

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

Automobile means a duly registered, four wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

Common Carrier means a conveyance operated by a concern, other than the Employer, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications.

**Repatriation Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You die, then a Repatriation Benefit will be paid in addition to the Principal Sum. For a Repatriation Benefit to be payable, the death must occur outside the territorial limits of the state or country of Your place of permanent residence.

**What is the Repatriation Benefit payable?**

The Repatriation Benefit payable is the lesser of:

1. the expense incurred for:
  - a) preparation of Your body for burial or cremation; and
  - b) transportation of Your body to the place of burial or cremation; or
2. 5% of the Principal Sum; or
3. \$5,000.

**Coma Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if as a result of an injury You:

1. become Comatose, within 31 days from the date of the accident; and
2. remain continuously Comatose for at least 30 days,

then We will pay a Coma Benefit.

**What is the Coma Benefit payable?**

The Coma Benefit payable is a monthly amount equal to 1% of the Coma Maximum Benefit Amount, for each month after the Waiting Period in which You remain in a Coma.

The Coma Maximum Benefit Amount equals the Principal Sum under the AD&D Benefit, less all other payments under the AD&D Benefit for all losses which are due to the same accident.

**When will payments terminate?**

The Coma Benefit will no longer be payable on the first to occur of the:

1. end of the month in which You die;
2. end of the month in which You recover from the Coma;
3. date on which the total of Coma Benefit payments equals the Coma Maximum Benefit Amount; or
4. date on which 100 Coma Benefit payments have been made.

Coma means complete and continuous:

1. unconsciousness; and
2. inability to respond to external or internal stimuli.

**Critical Burn Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You are Critically Burned as a result of an injury, then a Critical Burn Benefit is payable.

**What conditions are necessary for a Critical Burn Benefit to become payable?**

You must be Critically Burned as the result of an injury which:

1. occurred while You are covered under the AD&D Benefit; and
2. requires that You undergo reconstructive surgery, as determined by a Physician.

**What is the Critical Burn Benefit payable?**

The Critical Burn Benefit payable is the lesser of:

1. 5% of the Principal Sum; or
2. the actual cost of the reconstructive surgery; or
3. \$5,000.

No benefit is payable under this Benefit for any Loss described in the AD&D Benefit.

Critically Burned means You suffer burns which are certified by a Physician as more severe than second degree burns and which result in Permanent Disfigurement.

Permanent Disfigurement means scarring over at least 25% of the body which will last indefinitely and can only be corrected through reconstructive surgery.

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

**Therapeutic Counseling Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You are injured, then a Therapeutic Counseling Benefit will be payable in addition to the Principal Sum. For this Benefit to be payable, the Therapeutic Counseling services must:

1. begin within 90 days after the date of the Loss; and
2. be incurred no later than one year after the date of the Loss.

**What is the Therapeutic Counseling Benefit payable?**

The Therapeutic Counseling Benefit payable is the lesser of:

1. the Reasonable Expenses incurred for Therapeutic Counseling which exceed benefits provided by any other Plan;  
or
2. 5% of the Principal Sum; or
3. \$5,000.

Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where received by You. For purposes of this Benefit, We reserve the right to determine Reasonable Expenses. An expense is considered to be incurred on the date it is rendered.

Plan means any:

1. group, blanket or franchise health insurance;
2. group hospital, medical service or pre-payment plan;
3. labor-management trustee, union welfare, employer organization or employee benefit organization plan;
4. automobile insurance medical payments benefit or automobile reparations insurance (no fault);
5. governmental program or coverage required or provided by any statute except Medicare; or
6. Workers' Compensation or similar law.

### **Felonious Assault**

Subject to all conditions and limitations of this AD&D Benefit, if:

1. You are injured as the result of a Felonious Assault; and
2. the injury results in a Loss within 90 days after the date of the injury,

then a Felonious Assault benefit is payable in addition to the Principal Sum.

### **What is the Felonious Assault Benefit payable?**

The Felonious Assault Benefit payable is an amount equal to 10% of the Principal Sum.

Felonious Assault means a violent or criminal act directed at You during the course of:

1. a robbery, hold-up, kidnapping or criminal assault; or
2. an attempt at any of the above,

which constitutes a felony under the law.

Such Felonious Assault must not be committed by an employee of the Employer, or by Your family member, or by a member of the household in which You live.

### **Education Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You die, then an Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to each of Your dependents who qualifies as a Student.

### **Who may qualify as a Student?**

A Student, for the purpose of this Education Benefit, means a person who is Your dependent on the date of Your death, and who:

1. is a post-high school student who attends a school for higher learning on a Full-time basis on the date of Your death; or
2. became a Full-time post-high school student in a school for higher learning within 365 days after Your death and was a student in the 12<sup>th</sup> grade on the date of Your death.

The term "Full-time" student shall mean registered for not less than 12 course credit hours per semester. If the institution establishes Full-time student status by a method other than semester credit hours, We reserve the right to determine whether the student qualifies as Full-time.

No benefit is payable to any dependent who has not furnished proof to Us of his Student status.

### **What is the Education Benefit payable?**

The Education Benefit payable is the lesser of:

1. the actual tuition expense for any one school year; or
2. 2.5% of the Principal Sum; or
3. \$2,500.

We will not pay more than one Education Benefit per Student during any one school year.

If the Student is a minor, We will pay benefits to the Student's legal representative.

**When will payments terminate?**

The Education Benefit will no longer be payable on the first to occur of:

1. the date on which the 4th Education Benefit for a Student is paid; or
2. the end of the 12<sup>th</sup> consecutive month during which the dependent has not furnished satisfactory proof to Us that he is a Student.

**What benefits are payable if no dependent qualifies as a Student?**

If no dependent qualifies as a Student, then We will pay \$1,250 in accordance with Your beneficiary designation.

**Day Care Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You die, then a Day Care Benefit is payable in addition to the Principal Sum. The Day Care Benefit is payable for each dependent if:

1. such dependent is less than age 7 at the time of death; and
2. proof of such dependent's enrollment in a Day Care Program is provided as described below.

**What is the Day Care Benefit payable?**

The Day Care Benefit payable is the lesser of:

1. \$2,500; or
2. 2.5% of Your Principal Sum.

One Day Care Benefit is payable each year for each dependent who qualifies for Day Care Benefits. No more than four Day Care Benefits will be payable for each dependent. Payment will be made to the person who has primary responsibility for such dependent's expenses.

**What proof must be given?**

Proof of a dependent's enrollment in a Day Care Program may be in the form of, but will not be limited to, the following:

1. a copy of the dependent's approved enrollment application in a Day Care Program;
2. canceled check(s) which prove payment for a Day Care Program; or
3. a letter from the Day Care Program stating that the dependent:
  - a) is attending a Day Care Program; or
  - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of Your death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month on or next following the date of Your death.

Day Care Program means a program of child care which:

1. is operated in a private home, school or other facility;
2. provides and charges a fee for the care of children; and
3. is licensed as a Day Care Center or is operated by a licensed Day Care Provider, if such licensing is required by the state or jurisdiction in which it is located; or
4. if licensing is not required, provides child care on a daily basis for 12 months a year.

A Day Care Program will not mean a program of child care which is provided by an immediate relative of the child receiving the care. An immediate relative is a sibling, parent, step-parent, grandparent, aunt, or uncle.

**What benefits are payable if no Dependent is eligible for Day Care Benefits?**

If no dependent qualifies for Day Care Benefits, then We will pay \$1,250 in accordance with Your beneficiary designation.

**Rehabilitation Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You suffer a Loss other than loss of life, then a Rehabilitation Benefit will be paid in addition to the Principal Sum.

**What is the Rehabilitation Benefit payable?**

The Rehabilitation Benefit payable is the lesser of:

1. the Expense Incurred for Rehabilitative Training; or
2. 2.5% of the Principal Sum; or
3. \$2,500.

Rehabilitative Training means any training which:

1. is required due to Your injury; and
2. prepares You for an occupation in which You would not have engaged except for the injury.

Expense Incurred means the actual cost of the:

1. training; and
2. materials needed for the training.

The expense must be incurred during the two-year period that begins on the date of Your accident.

**Spouse Education Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You die, then a Spouse Education Benefit will be paid in addition to the Principal Sum. This benefit is payable to Your spouse.

**What conditions are necessary for Spouse Education Benefits to become payable?**

To qualify for this Benefit, Your spouse must enroll in an Occupational Training program:

1. for the purpose of obtaining an independent source of income; and
2. within one year of the date of Your death.

**What is the Spouse Education Benefit payable?**

The Spouse Education Benefit payable is the lesser of:

1. the Expense Incurred for Occupational Training; or
2. 2.5% of the Principal Sum; or
3. \$2,500.

We will pay the Spouse Education Benefit immediately after We receive proof that Your spouse has enrolled in an Occupational Training program.

**Adaptive Home and Vehicle Benefit**

Subject to all conditions and limitations of this AD&D Benefit, if You are injured, then an Adaptive Home and Vehicle Benefit will be payable in addition to the Principal Sum. For this Benefit to be payable:

1. such home alterations must be:
  - a) made by a person or persons with experience in such alterations; and
  - b) recommended by a recognized organization associated with the injury;
2. such vehicle modifications must be:
  - a) carried out by a person or persons with experience in such matters; and
  - b) approved by the Motor Vehicle Department.

**What is the Adaptive Home and Vehicle Benefit payable?**

The Adaptive Home and Vehicle Benefit payable is the lesser of:

1. 2.5% of the Principal Sum; or
2. \$2,500; or
3. the actual one-time cost,

for such alterations and/or modifications, incurred within two years from the date of the accident, to Your:

1. principal residence; and/or
2. Private Automobile,

to make the residence accessible to You, or the Private Automobile driveable or rideable for You.

Private Automobile means a four wheeled, private passenger car, station wagon, pick-up truck, van or jeep-type automobile which is not being used as a Common Carrier.

Common Carrier means a conveyance operated by a concern, other than the Employer, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

## **TERMINATION Employee and Retiree Coverage**

### **When does Your coverage terminate?**

Unless continued in accordance with the Exceptions to Termination section, Your insurance will terminate on the first to occur of:

1. the date the Policy terminates;
2. the last day of the period for which You made any required premium contribution, if You fail to make any further required contribution;
3. the date You are no longer in a class eligible for coverage;
4. the last day of the month immediately following, the date Your Employer terminates Your employment; or
5. the date You are absent from work as an Active Half-time or greater Employee.

## **EXCEPTIONS TO TERMINATION**

### **Under what conditions can Your insurance be continued under the continuation provisions?**

If You are absent from work as an Active Half-time or greater Employee, Your insurance may be continued up to the maximum period of time stated. In each instance, such continuation shall be at the Employer's option, but must be according to a plan which applies to all employees in the same way. Continued coverage:

1. is subject to any reductions in the Policy;
2. is subject to payment of premium by the Employer; and
3. terminates when the Policy terminates.

If You are on a documented leave of absence or sabbatical leave, other than Family or Medical Leave, all of Your coverages (including Dependent Life coverage) may be continued in accordance with the Employer's leave policy, which shall apply to all Employees in a nondiscriminatory manner.

If Your employment status changes from Half-time or above to Part-time, all of Your coverages (including Dependent Life coverage) may be continued for consecutive month(s) following the date of such change in employment status.

If You are granted a leave of absence according to the Family and Medical Leave Act of 1993, all of Your coverages (including Dependent Life coverage) may be continued for up to 12 weeks, or longer if required by state law, following the date Your insurance would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for You must be paid;
3. Your benefit level will be that which was in effect on the day before said leave started, subject to any reductions included in the Policy;
4. the amount of Earnings upon which Your benefit may be based, will be that which was in effect on the day before said leave started; and
5. continued coverage will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the Policy terminates;
  - c) You or the Policyholder fail to pay premium when due; or
  - d) the Policy no longer insures Your class.

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

**What is a disability extension?**

A disability extension is a provision which allows for continued employee life insurance while You are Disabled. Premium for Your continued coverage will be required. This provision does not apply to Retirees.

If You meet the conditions below, We will pay a death benefit when We receive proof of Your death. The Amount of Life Insurance payable will be the Amount of Life insurance in force on the date You ceased to be an Active Half-time Employee or greater, subject to any age reductions provided by any other part of the Policy.

**To what coverages does the disability extension apply?**

The disability extension applies only to Your Life Insurance. This provision does not apply to any Dependent Life or AD&D coverages, if included herein.

**What conditions must be satisfied before You qualify for disability extension?**

1. You must be insured and Disabled; and
2. We must continue to receive premium for Your coverage.

**How long will coverage be continued?**

Your coverage will continue until the first to occur of:

1. the date the Policy terminates;
2. the date the required premium for Your coverage is not paid to Us;
3. the date You are no longer Disabled; or
4. with respect to any 9 month employee who retires at the end of the winter term will be entitled to continuation of their life insurance benefit through August of the year in which they retire under the same terms and conditions such benefits are provided to AAUP who have not retired.

**What does Disabled mean?**

Disabled means that You qualify as disabled in accordance with the definition of Disabled in the Employer-sponsored long term disability plan issued by Us.

**What if You return to work but continue to be Disabled, or You are no longer Disabled?**

If You return to work, and You continue to satisfy the definition of Disabled but do not work the number of hours required for an Active Half-time or greater Employee Your Life Insurance may be continued, provided premiums are paid for such coverage(s).

If, for any reason, You are no longer Disabled, and:

1. You return to work in the same Eligible Class You were in prior to becoming Disabled, then all of Your coverages will be reinstated subject to the terms of the Policy in effect on the reinstatement date;
2. You do not return to work and You qualify as a Retiree, then You are eligible for the Amount of Life Insurance available to Retirees, subject to the terms and conditions of the Policy; or
3. You do not return to work in an Eligible Class, and You are not eligible for any other group life insurance, then You are entitled to the Conversion Privilege. You may convert the Amount of Life Insurance that is in force for You on the date it is determined that You are no longer Disabled.

## DEPENDENT COVERAGE

**When does Dependent Coverage terminate?**

Unless continued in accordance with the Exception to Termination section, a covered Dependent's insurance will terminate on the earliest of:

1. the date Your coverage terminates;
2. the last day of the period for which any required premium contribution is made, if You fail to make any further required contribution;
3. the date You are no longer eligible for Dependent Coverage;
4. the date the Dependent no longer meets the definition of Dependent; or
5. the date We or the Employer terminate Dependent Coverage.

## EXCEPTIONS TO TERMINATION

### **Under what conditions can Dependent child insurance be continued?**

If a covered Dependent child reaches the age at which He would otherwise cease to be a Dependent as defined, and the Dependent child is:

1. disabled and incapable of earning His own living; and
2. unmarried and primarily dependent on You for support and maintenance,

then Dependent coverage will not terminate solely due to age if You submit satisfactory proof of the Dependent child's disability to Us within 31 days of the date the Dependent child reaches such age.

Coverage will continue while the Policy remains in force as long as:

1. the child continues to meet the required conditions; and
2. any required premium is paid.

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

## PORTABILITY

### **When can a person elect Portability?**

You may elect portability if:

1. the Policy is still in force;
2. Your life insurance terminates because:
  - a. Your employment terminates for any reason prior to Retirement; or
  - b. You are no longer in an Eligible Class; and
3. You do not currently have coverage for the amount of life insurance You intend to continue under a certificate of insurance issued in accordance with a conversion, portability or other similar provision under this Policy.

A Dependent may elect portability if:

1. the Policy is still in force;
2. He has not reached Retirement status; and
3. His life insurance terminates because:
  - a. Your employment terminates for any reason prior to Retirement;
  - b. Your membership in a class eligible for Dependent's coverage ceases;
  - c. You die; or
  - d. He ceases to be an eligible Dependent as defined, except a child who reaches the limiting age under the Policy.

In order for a Dependent child to continue coverage, You and/or Your spouse must elect continuation.

### **What does Retirement mean?**

Retirement means the date You or Your Dependent attain normal retirement age under the 1983 United States Social Security Act, and any amendments thereto.

### **Will Conversion be available if a person elects to continue coverage under this Portability provision?**

If a person elects to continue all terminated coverage under this portability provision, then the Conversion provision is not available. If a person elects to continue only a portion of terminated coverage under this portability provision, then the Conversion privilege will be available for the remaining amount.

### **How is Portability elected?**

A person must, within 31 days of the date group coverage terminates:

1. make written application to Us; and
2. pay the required premium.

If this is done, We will issue a certificate of insurance under a group portability policy. Such coverage will be:

1. issued without evidence of good health;
2. on one of the forms then being issued by Us for portability purposes; and
3. effective on the day following the date insurance terminates.

The terms and conditions of coverage under the group portability policy will be similar, but may not be identical, to coverage under this plan.

**What limitations apply to this benefit?**

A person may elect to continue 50%, 75% or 100% of his amount of life insurance being terminated. Such amount will be rounded to the next higher \$1,000, if not already an even multiple thereof. No employee's amount of life insurance continued may exceed \$250,000. No spouse's amount of life insurance continued may exceed \$50,000. No child's amount of life insurance continued may exceed \$10,000.

If an election is made to continue 50% or 75% now, a person may not continue any portion of the remaining amount. In no event will a person be able to continue an amount of life insurance which is less than \$5,000 unless he is a Dependent child.

**How much does Portability cost?**

See Your Employer for the cost.

**CONVERSION PRIVILEGE**

The following does not apply to any AD&D Benefits.

**When can an individual convert?**

If insurance, or any portion thereof, terminates, then any individual covered under the Policy may convert his life insurance to a conversion policy without providing Evidence of Good Health.

If the qualifying event is policy termination or termination of coverage for a class then the individual must have been insured for at least 5 years under the Policy in order to be eligible for this conversion privilege.

**What is the conversion policy?**

The conversion policy will:

1. be on one of the life insurance policy forms, except term insurance, then customarily issued by Us for conversion purposes;
2. contain no disability, supplementary or AD&D benefits; and
3. be effective on the 32nd day after group life insurance terminates.

**How much can be converted?**

If the qualifying event is policy termination or termination of coverage for a class, then the amount which may be converted is limited to the lesser of:

1. the amount of group coverage in force prior to the qualifying event, reduced by the amount of any other group coverage for which the individual becomes covered within 31 days of termination of group coverage; or
2. \$2,000.

If conversion is due to retirement or any other qualifying event, the full amount of coverage lost may be converted.

**How does an individual convert coverage?**

To convert life insurance, the individual must, within 31 days of the date group coverage terminates, make written application to the Us and pay the premium required for his age and class of risk.

**What if death occurs during the conversion election period?**

If the individual should die within the 31 day conversion election period, We will, upon receipt of acceptable proof of His death, pay the Amount of Life Insurance He was entitled to convert.

## GENERAL PROVISIONS

### **When can this plan be contested?**

Except for non-payment of premium, the Policy cannot be contested after two years from the Policy Effective Date.

No statement relating to 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 the individual's lifetime. In order to be used, the statement must be in writing and signed by the affected individual.

### **Who interprets policy terms and conditions?**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

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

Except for the dismemberment benefits under the AD&D Benefit, You have the right to absolutely 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 privilege of converting; and
3. the right to name and change a beneficiary.

No absolute assignment of rights and interest shall be binding on Us until and unless:

1. the original of the form documenting the absolute assignment; or
2. a true copy of it,

is received and acknowledged by Us at our home office.

We have 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.

### **How do You designate or change Your 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.

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.

### **Can We have a claimant examined or request an autopsy?**

We reserve the right to have a claimant examined and to have an autopsy performed, if not forbidden by law. Any such examinations will be as reasonably required by Us and at Our expense.

### **What notification will You receive if Your claim is denied?**

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

1. give the specific reason(s) for the denial;
2. make specific reference to the provisions upon which the denial is based; and
3. provide an explanation of the review procedure.

### **What recourse do You have if Your claim is denied?**

On any denied claim, the claimant or His representative may appeal to Us for a full and fair review.

The claimant may:

1. request a review upon written application within 60 days of receipt of claim denial;
2. review pertinent documents; and
3. submit issues and comments in writing.

A request for an appeal will not be denied if not submitted within 60 days if it is not reasonably possible to make such request within 60 days. In this case, the request must be submitted as soon as reasonably possible thereafter.

A decision will be made by Us no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no event more than 120 days after the request for review is received.

#### **When can legal action be taken?**

Legal action cannot be taken against Us:

1. sooner than 60 days after proof of loss has been furnished; or
2. 3 or more years after the time proof of loss is required to be furnished according to the terms of the Policy.

#### **How does this plan affect Workers' Compensation coverage?**

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

#### **Physician-patient Relationship**

You may choose any licensed physician. We shall not in any way disturb the physician-patient relationship.

### **DEFINITIONS**

**Active Half-time or greater Employee** – An employee who works for the Employer on a regular basis in the usual course of the Employer's business. An employee must work at least 50 % or greater in the Employer's normal work week. You will be considered actively at work with Your Employer on a day which is one of Your Employer's scheduled work days if You are performing, in the usual way, all of the regular duties of Your job on a Half-time basis on that day. You will also be considered actively at work on a paid vacation day or a day which is not one of Your Employer's scheduled work days only if You were actively at work on the preceding scheduled work day.

**Amount of Life Insurance** – This term means both the Basic and Supplemental Life Amounts unless otherwise stated in specific provisions and benefits.

**Anniversary Date** – The date occurring in each calendar year which is an anniversary of the Policy Effective Date.

#### **Dependent**

1. Your unmarried child who is:
  - a) at least 15 day(s) old but not yet 19 years old;  
The term "full-time student" shall mean registered for not less than 12 course credit hours per semester. If the institution establishes full-time student status by a method other than semester credit hours, We reserve the right to determine whether the student qualifies as a Dependent; or
  - b) 19, but has not yet attained age 25, is primarily dependent upon You for financial support and attends an accredited school (other than a correspondence school) on a regular and Full-time student basis as his principal activity; or
  - c) 19 years old or older, and is disabled and primarily dependent upon You for financial support. Such child must have become disabled before attaining age 19.

The term "Full-time student" shall mean registered for not less than 12 course credit hours per semester. If the institution establishes Full-time student status by a method other than semester credit hours, We reserve the right to determine whether the student qualifies as a Dependent.

The term "child", shall also include Your:

1. stepchild;
2. foster child;
3. legally adopted child; and
4. any other child related to You by blood or marriage or domestic partnership and who lives with You in a regular parent-child relationship, provided that You claim such child as a dependent on Your most current federal income tax return Form 1040.

2. The term spouse means an individual who is in a marriage with the employee which is recognized by the law in the state of residence;
3. The term "domestic partner" means any individual with whom the employee executes a Domestic Partner Affidavit acceptable to Us, to establish that they are domestic partners for purposes of this Policy. Such person will remain a domestic partner as long as he continues to meet the requirements described in the Domestic Partner Affidavit.
4. Other Eligible Person eligibility is defined by the Employer.

The term "other eligible person" means if You do not already enroll a spouse for Supplemental Dependents' Life Insurance, You may enroll one other individual, if ALL of the following eligibility criteria are met:

The other individual is an adult, age 26 or older;

The other individual currently resides with You in the same residence, other than as a tenant, and has done so for the 18 continuous months prior to the individual's enrollment; the other individual is not Your "dependent" as defined by the IRS and the other individual is not related to You by blood or by marriage.

A child who is qualified and claimed as IRS-defined dependent by the other individual is also eligible for benefits if he/she is a member of Your household (or is a full-time student), is unmarried and under the age of 19 (up to age 23 if an IRS-defined dependent).

You may not cover Your grandchildren, parents, grandparents, siblings, nieces, nephews, aunts, uncles, cousins, landlords, renters, boarders and tenants under this provision.

Coverage for the other individual ceases at the end of the month in which the above criteria are not met.

You may not elect coverage for Your Dependent if Your Dependent is covered as an employee under the Policy. Any person who is in full-time military, naval or air force service cannot be a Dependent. No person can be insured as a Dependent of more than one employee under the Policy.

**The references to "spouse", as used in the description of benefits throughout this booklet, includes domestic partner and other eligible person.**

**Earnings** - Regular pay, not counting:

1. commissions;
2. bonuses;
3. overtime pay; or
4. any other pay or fringe benefits.

**Employer** – The Policyholder named in the Schedule of Insurance.

**He/His** – He or she. His or her.

**Prior Plan** – A plan of group term life insurance sponsored by the Employer which was in force on the day before the Policy Effective Date.

**Retiree** - A former Active Half-time or greater Employee of the Employer who:

1. has attained age 55; and
2. a) who has participated in the retirement program and has received the University contribution for at least 5 years; or  
b) who has completed at least 10 years of service with the Employer.

**We/Us/Our** – The Hartford Life and Accident Insurance Company.

**You/Your** – The employee to whom this Booklet-certificate is issued.

**The Plan Described in this Booklet  
is Insured by the**

**Hartford Life and Accident Insurance Company**  
Hartford, Connecticut

**Member of The Hartford Insurance Group**