



## **The County of Cuyahoga**

**Group Number  
524675**

**Class 1 - All eligible full-time AFSCME Employees (including 2927 AFSCME, 2927-2 AFSCME,  
1746 AFSCME DCS, AFSCME 27, and 1746 AFSCME HHS)**



# MedMutual Life Insurance Company

(A stock life insurance company herein called "We", "Us", "Our")  
Cleveland, Ohio

## Group Insurance Certificate

We agree to pay benefits subject to the provisions, definition, limitations and conditions of the master policy. The master policy (herein called the Policy) is a contract issued by MedMutual Life Insurance Company to Your Employer (herein called the Policyholder). If the terms and provisions of the Certificate of Coverage (issued to You) are different from the Policy (issued to the Policyholder), the Policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the Policy.

This is Your certificate of coverage as long as You are eligible for insurance. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law. This is not a summary plan description or an Employee Retirement Income Security Act (ERISA) Plan Document by itself. However, it may be attached to a document prepared by Your group that is called a summary plan description.

### PLEASE READ CAREFULLY

If You have any questions, please contact the Benefits Administrator at Your place of employment or write to Us. We will assist You in any way We can to help You understand Your benefits.



Rick Chiricosta  
Chairman, President and CEO

## Group Insurance Certificate

Group Life and Accidental Death & Dismemberment  
Non-Participating

# MedMutual Life Insurance Company

## Cuyahoga County, Ohio

(A stock life insurance company herein called "We", "Us", "Our")  
Cleveland, Ohio

### AMENDMENT 1

This Amendment modifies the coverage described in your MedMutual Life Insurance Company Certificate and is effective 01/01/2020. The provisions being added or modified by this Amendment are subject to all the terms and conditions of the Certificate.

1. The Coma benefit within the Accidental Death and Dismemberment Benefit is deleted in its entirety and replaced with the following:

#### **Coma Benefit**

If an Injury occurs as a result of an Accident, We will pay the You or his/her legal representative an additional benefit equal to 100% of the Basic and Voluntary Principle Sum, if the You becomes Comatose within 31 days of the Accident and remains Comatose beyond the Waiting Period.

We will cease payment on the earliest of:

- a. the end of the month in which the You dies;
- b. the end of the 11th month for which the benefit is payable; or
- c. the end of the month in which the You recovers from the Coma.

If the You:

- a. dies from any cause or as a result of the covered Accident while the Coma Benefit is payable; or
- b. remains Comatose after this Coma Benefit is payable for 11 consecutive months.

#### **Definitions which apply to the Coma Benefit:**

**Comatose or Coma** means that a person is in a profound stupor of complete and total unconsciousness, as the result of a covered Accident.

**Waiting Period** for the Coma Benefit means the 31 day period from the date the You becomes Comatose.

Please attach this Amendment to your Certificate.



Rick Chiricosta  
Chairman, President & CEO

# TABLE OF CONTENTS

<b>SCHEDULE OF BENEFITS</b> .....	1
<b>DEFINITIONS</b> .....	2
<b>ELIGIBILITY AND EFFECTIVE DATE PROVISIONS</b> .....	6
Eligibility.....	6
Effective Date of Coverage (Noncontributory Benefits).....	6
Effective Date of Coverage (Contributory Benefits).....	6
Deferred Effective Date.....	7
Evidence of Insurability.....	7
Effective Date if We Require Evidence of Insurability.....	7
Effective Date of Changes in Amount of Benefit.....	8
Reinstatements.....	8
<b>GROUP TERM LIFE INSURANCE BENEFIT</b> .....	9
Benefit Payment.....	9
Beneficiary.....	9
Change of Beneficiary.....	9
Exceptions.....	9
Conversion of Life Insurance.....	10
Portability.....	11
Waiver of Premium.....	11
<b>ACCELERATED DEATH BENEFIT</b> .....	13
Benefit.....	13
Benefit Payment.....	13
Exceptions.....	13
Notice and Proof of Claim.....	13
Effect on Insurance.....	13
<b>ACCIDENTAL DEATH &amp; DISMEMBERMENT BENEFIT</b> .....	15
Benefit.....	15
Seat Belt Benefit.....	16
Air Bag Benefit.....	16
Repatriation Benefit.....	16
Dependent Education Benefit.....	17
Spouse Education Benefit.....	17
Common Carrier Benefit.....	18
Exposure and Disappearance Benefit.....	18
Coma Benefit.....	19
Child Care Benefit.....	19
Limitations.....	19
Notice of Claim.....	20
Claim Forms.....	20
Proof of Loss.....	20
Right of Recovery.....	20
<b>CONTINUATION OF EMPLOYEE COVERAGE</b> .....	21
<b>TERMINATION PROVISIONS</b> .....	22
Termination of Employee Coverage.....	22
<b>GENERAL PROVISIONS</b> .....	23
Changes in Benefits or Provisions.....	23
Statements.....	23
Incontestability.....	23
Misstatement of Age.....	23
Appeals.....	23
Conformity with State Law.....	23
Payment of Interest.....	24

Assignment.....24  
Retention of Discretion.....24  
Physical Examination/Autopsy.....24  
Legal Action.....24

# SCHEDULE OF BENEFITS

**Policyholder:** The County of Cuyahoga  
**Policy Number:** 524675  
**Eligibility: Class (if Applicable):** 1 - All eligible full-time AFSCME Employees (including 2927 AFSCME, 2927-2 AFSCME, 1746 AFSCME DCS, AFSCME 27, and 1746 AFSCME HHS)

**Supplemental Life Benefit Amount:**  
Employee Amount: \$10,000 to \$500,000, in \$10,000 increments

**Non-Medical Maximum Amount:**  
Supplemental Life:  
Effective dates prior to the Employee attaining age 65: \$500,000  
Effective dates after the Employee attains age 65: \$20,000  
Effective dates after the Employee attains age 70: \$0

**Accelerated Death Benefit**  
Benefit: Refer to Accelerated Death Benefit

**Voluntary Accidental Death & Dismemberment Benefit:**  
Employee: \$10,000

- Other AD&D Features**
- Seat Belt Benefit
  - Air Bag Benefit
  - Repatriation Benefit
  - Dependent Education Benefit
  - Common Carrier Benefit
  - Exposure and Disappearance Benefit
  - Coma Benefit

**Reduction of Benefits**  
Supplemental Life benefits reduce by 35% upon the Employee's attainment of age 70; by 55% of the original face amount upon the Employee's attainment of age 75; by 70% of the original face amount at age 80; by 80% of the original face amount age 85; and 85% of the original face amount at the age of 90.  
Benefits terminate at retirement.

**THIS SCHEDULE OF BENEFITS CANCELS AND REPLACES ALL OTHER SCHEDULES PREVIOUSLY ISSUED TO YOU UNDER THE POLICY. IT OUTLINES THE POLICY FEATURES. THE FOLLOWING PAGES PROVIDE A COMPLETE DESCRIPTION OF THE PROVISIONS OF YOUR CERTIFICATE.**

## DEFINITIONS

This section explains the meaning of special words and phrases used in this Certificate. To help recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

**Accident or Accidental** means a sudden, unexpected event that was not reasonably foreseeable and occurs independently of disease, illness or bodily infirmity.

**Actively at Work or Active Work** means that You are:

1. performing the Material and Substantial Duties of Your occupation; and
2. working the number of hours set forth in the Application; and
3. paid full-time or part-time earnings from the Policyholder.

The worksite must be at the Policyholder's usual place of business or at a location the Policyholder has authorized You to work. You are not considered Actively at Work when You are off work or lose time due to Sickness, Injury, Leave of Absence, strike or lay-off. Paid days off will count as Actively at Work if You were fully capable of performing the Material and Substantial Duties of Your regular occupation during the paid days off, provided You were Actively at Work on the last working day prior to the paid days off. You will be considered Actively at Work on each day of a regular paid vacation or on a regular non-working day provided You were Actively at Work on the last working day prior to paid vacation. If You are receiving paid days off as part of a severance agreement, You are not considered to be Actively at Work.

**Application** means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the Policyholder applied. The Application is attached to and forms a part of the Policy, and shall include any subsequent amendments to the Application.

**Base Annual Earnings/Base Annual Salary**, means the gross annual compensation prior to before-tax payroll deductions, if any,

1. which You earn from Your occupation with the Policyholder; and
2. which was used in the calculation and remittance of premium.

It does not include salary from overtime, bonuses or any other form of extra pay. If Your salary is based in whole or in part on commissions, Base Annual Salary will include the amount paid in commissions. Commissions will be the lesser of the average annual commissions received during the immediately preceding 12 calendar month period of employment with the Policyholder or the average annual commissions received during the period of actual employment with the Policyholder, if employed less than 12 months.

**Basic Weekly Wage** means the gross weekly compensation prior to before-tax payroll deductions, if any,

1. which You earn from Your occupation with the Policyholder; and
2. which was used in the calculation and remittance of premium.

It does not include compensation from overtime, bonuses or any other form of extra pay. If Your compensation is based in whole or in part on commissions, Basic Weekly Wage will include the weekly average paid in commissions.

**Base Annual Earnings/Base Annual Salary**, if You are a Partner means Your annual net taxable income derived from the partnership during the calendar year prior to the date of Your loss, as reported on the partnership federal income tax return as the "net Salary (loss) from self-employment." If You also received a W-2 from the partnership during the year, Your base annual salary is the sum of Your gross annual compensation and the net salary from self-employment.

If You were not a partner during the calendar year prior to the date of loss, Base Annual Salary means Your annual compensation (excluding dividends, capital gains, and return of capital) from the partnership prior to the date of Your loss, determined in accordance with the terms of the applicable partnership agreement. In the event of a disagreement between Us and the claimant, an adjustment will be made, if warranted, after Your subsequent federal income tax return is submitted to Us.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Basic Weekly Wage**, if You are a Partner means Your Base Annual Salary derived from the Policyholder for the calendar year prior to the date of Your loss, divided by the number of weeks included in the partnership taxable year.



If You were not a partner during the calendar year prior to the date of loss, Basic Weekly Wage means Your average weekly compensation (excluding dividends, capital gains, and return of capital) from the partnership prior to the date of Your loss, determined in accordance with the terms of the applicable partnership agreement. In the event of a disagreement between Us and the claimant, an adjustment will be made, if warranted, after Your subsequent federal income tax return is submitted to Us.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Base Annual Earnings/Base Annual Salary** if You are a Sole Proprietor or Shareholder in a Subchapter S Corporation or a member in a Limited Liability Company, Your annual net taxable income (excluding dividends, capital gains, and return of capital) derived from the Policyholder for the calendar year prior to the date of Your loss, as reported on Your federal income tax return. Your annual net taxable income equals A minus B, where:

A = Your annual taxable income derived from the Policyholder for the prior calendar year (excluding dividends, capital gains, and return of capital), as reported on Your federal income tax return; and

B = Your annual deductible work expenses attributable to Your work for the Policyholder during the prior calendar year, as reported on Your federal income tax return.

If You were not a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company during the calendar year prior to the date of Your loss, Base Annual Salary means Your annual net taxable income derived from the Policyholder for the period You were a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company prior to the date of Your loss. Your annual net taxable income will be based on the taxable income derived from the Policyholder for the period of Your work as a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company for the Policyholder, taking into account Your deductible work expenses attributable to Your work for the Policyholder during the same period. If You also received a W-2 from the entity during the year, Your base annual salary is the sum of Your gross annual compensation and the net salary from self-employment.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Basic Weekly Wage** if You are a Sole Proprietor or Shareholder in a Subchapter S Corporation or a member in a Limited Liability Company, means Your Base Annual Salary derived from the Policyholder for the calendar year prior to the date of Your loss, as reported on Your federal income tax return divided by the number of weeks included in the taxable year.

If You were not a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company during the calendar year prior to the date of Your loss, Basic Weekly Wage means Your average weekly net taxable income derived from the Policyholder on the Application for the period You were a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company prior to the date of Your loss. Your average weekly net taxable income will be based on the taxable income derived from the Policyholder on the Application for the period of Your work as a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company for the Policyholder, taking into account Your deductible work expenses attributable to Your work for the Policyholder during the same period.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Contributory** means You pay a portion of the premium for this insurance coverage.

**Dependent:** Unless otherwise defined in another section of this Certificate, Dependent means:

1. Your lawful spouse;
2. Your Dependent child(ren), which means Your unmarried child(ren) who is:
  - a. Your biological child(ren), stepchild(ren) or adopted child(ren);
  - b. within the age limits shown in the Application; and
  - c. not in active military service.

**Employee** means an Actively at Work full-time employee whose principal employment is with the Employer, at the Employer's usual place of business or such place(s) that the Policyholder may authorize in the normal course of business, who is Actively at Work for the minimum hours per week as stated in the Application and is reported on the Policyholder's records for Social Security and withholding tax purposes. An employee can include a partner in a partnership, a shareholder in a subchapter S corporation, a sole proprietor or a member in a limited liability company if the other requirements are met.

**Family Status Change** means a change in status as defined in the regulation under Internal Revenue Code Section 125, unless the Policyholder's cafeteria plan document or human resource policy contains more restrictive provisions. In that event, the Policyholder may restrict the situations where You can change Your coverage.

**Independent Medical Examination** means an examination by a Medical Provider of the appropriate specialty for Your condition, at Our expense. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under any Short-Term Disability Benefits, if any, associated with the Policy.

**Injury** means bodily harm resulting directly from an Accident and independently of all other causes.

**Insured** means an Employee covered under the Policy.

**Intoxicated** means being legally intoxicated as determined by the laws of the jurisdiction where the Accident occurred. Conviction is not necessary for determination of being intoxicated.

**Late Applicant** means an eligible Employee who is:

1. an Employee who enrolls for Contributory coverage more than 31 days after Your first day of eligibility; or
2. an Employee who waives all or a portion of Your Noncontributory coverage and chooses to enroll at a later date; or
3. an Employee who chooses to increase their Contributory coverage.

**Leave of Absence** means an arrangement where the Policyholder and the Employee agree that the Employee will not be Actively at Work for a specified period of time and the Employee is expected to be Actively at Work at the end of that period. Refer to the Termination Provisions to determine how long coverage may continue during a Leave of Absence.

**Material and Substantial Duties** means job duties that are normally required for the performance of Your own occupation and cannot be reasonably omitted or modified.

**Medical Provider** means a person who is performing tasks that are within the scope of his or her medical license and:

- is licensed to practice medicine and prescribe and administer drugs and perform surgery; or
- has a doctoral degree in Psychology (Ph.D or Psy.D) whose primary practice is treating patients; or
- is a legally qualified Medical Provider according to the laws and regulations of the governing jurisdiction.

We will not recognize any relative, including but not limited to You, Your spouse, child(ren), brother, sister, Your parent or Your spouse's parent as a doctor for a claim that You send Us.

**Motorized Vehicle** means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snow mobiles, tractors, golf carts, motorized scooters, lawn mowers, heavy equipment for excavating, boats and personal watercraft. "Motorized Vehicle" does not include medically necessary motorized wheelchairs.

**Noncontributory** means the Policyholder pays 100% of the premium for this insurance.

**Policy** means the contract between the Policyholder and Us, which provides group insurance benefits.

**Policyholder** means the person, firm, organization, or institution named on the face of the Policy. Policyholder also means any covered subsidiaries or affiliates set forth on the face of the Policy. If the Policyholder is a trust or association, the term Participating Employer shall be substituted for Policyholder.

**Principal Sum** means the amount shown on the Schedule of Benefits.

**Proof** means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or written documentation as required by Us. Proof must be received by Us at Our Home Office. We reserve the right to determine, at Our sole discretion, if Proof is acceptable.

**Regular Care** means:

1. You are under the care of and visit a Medical Provider at appropriate intervals as medically required in accordance with standard medical practice, to effectively diagnose, manage and treat the disabling condition(s); and
2. You are receiving the appropriate treatment and care of the disabling condition(s) which conforms with standard medical practice by a Medical Provider whose specialty and clinical experience is appropriate for the disabling condition(s) according to standard medical practice.

**Sickness** means:

1. An illness that impairs Your normal functioning of mind or body; or
2. Your pregnancy, childbirth and related medical condition.

**Terminally Ill** under the Accelerated Death Benefit means You have a life expectancy of 6 months or less, due to a medical condition.

**Total Disability** or **Totally Disabled**, under the Waiver of Premium provision, means You are completely unable to engage in any occupation for wage or profit because of Sickness or Injury.

**Waiting Period** under the Eligibility and Effective Date provisions, refers to the length of time, as defined in the Application before You are eligible to enroll in this insurance program.

**You, Your and Yours** means the eligible Employee to whom this certificate is issued and whose insurance is in force under the terms of the Policy.

## ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

### Eligibility

All Employees who belong to an eligible class and work the minimum number of hours as set forth by the Policyholder on the Application are eligible for group insurance. An Employee must be Actively at Work for His insurance coverage to become effective.

We agree to waive the Actively at Work provision for Life Insurance and Accidental Death & Dismemberment Insurance on a premium paying basis, for You if:

1. You are not disabled; and
2. You are on lay-off, Leave of Absence, or sabbatical leave; and
3. You were being covered by an extension of benefits provision under the prior carrier's policy on the day immediately preceding the Policy effective date; and
4. You are no longer eligible for coverage under the prior carrier's policy.

Life Insurance and Accidental Death & Dismemberment Insurance will continue under this provision for the balance of the time provided for under the prior carrier's policy, but not to exceed a total of 3 months.

MedMutual Life will provide Supplemental coverage, without evidence of insurability, the current benefit amounts in effect on the day immediately preceding our Policy effective date for You, who were eligible and insured under the prior carrier's plan as of that date. All other benefit amounts, including benefit amount increases effective on or after that date are subject to satisfactory evidence of insurability and the terms of the MedMutual Life Policy.

### Effective Date of Coverage (Noncontributory Benefits)

If You are Actively at Work, You will become insured for Noncontributory benefits under the Policy on the day following completion of the Waiting Period, if any, set forth in the Application by the Policyholder, provided the Policyholder has paid any premium the Policyholder is obligated to pay.

If You waive all or a portion of Your Noncontributory coverage and choose to enroll at a later date, You will be considered a Late Applicant and must furnish evidence of insurability satisfactory to Us before coverage can become effective. Coverage will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.

### Effective Date of Coverage (Contributory Benefits)

You may apply for Contributory insurance coverage. Your coverage will become effective as follows, provided You are Actively at Work on that date:

1. If Your enrollment form is signed on or before the end of the Waiting Period, if any, as stated in the Application, the coverage will become effective on the day following completion of the Waiting Period.
2. If Your enrollment form is signed after the end of the Waiting Period, but within 31 days following the completion of the Waiting Period, the coverage will become effective the date You sign the enrollment form.
3. If Your enrollment form is signed following this 31 day period, You will be considered a Late Applicant and must furnish evidence of insurability satisfactory to Us before coverage can become effective. Coverage will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.
4. If You enroll during a qualified Family Status Change, coverage will become effective on the first of the month following the Family Status Change.

### Annual Enrollment

An Annual Enrollment will be held each year. Annual Enrollment is defined as set forth by the Policyholder's on a yearly basis.

For coverage not requiring evidence of insurability, coverage is effective as follows:

If the Employee enrolls during the Annual Enrollment month, coverage will become effective on the first day of the the first of the month following the group's Annual Enrollment month, provided the Employee is Actively at Work on that date.

If the Employee enrolls during the group's Annual Enrollment month, coverage will become effective on the first of the month following the group's Annual Enrollment month, provided the Employee is Actively at Work on that date. The Deferred Effective Date provision applies.

For coverage requiring evidence of insurability, coverage is effective as follows:

If the Employee enrolls during the Annual Enrollment month, coverage will become effective on the later of the date evidence of insurability is approved by Us or based on the guidelines established below for guarantee-issue coverage.

### **Non Medical Limit**

All participants enrolled in the Supplemental Life plan may increase their Supplemental Life Insurance by one level up to the non-medical maximum during Annual Enrollment without submitting evidence of insurability. Persons previously denied Supplemental Life Insurance are not eligible for this annual enrollment increase unless they submit satisfactory evidence of insurability.

### **Deferred Effective Date**

You must be Actively at Work on the date Your initial coverage is scheduled to begin. If:

1. You are absent from Active Work on the date such coverage would otherwise become effective; and
2. Your absence is caused by an Injury, Sickness or layoff,

the effective date of any initial coverage or increased coverage will be deferred until the first day You return to Active Work. You will be considered Actively at Work if You were actually at work on the day immediately preceding:

1. a weekend (except for one or both of these days if they are scheduled work days);
2. a holiday (except when such holiday is a scheduled work day);
3. a paid vacation;
4. any nonscheduled work day.

### **Evidence of Insurability**

Evidence of insurability is required:

1. when the amount of insurance exceeds the non-medical maximum, as shown in the Schedule of Benefits; or
2. if You enroll for Yourself, Your spouse, and/or Your Dependents for contributory coverage more than 31 days after Your initial date of eligibility unless You qualify for a Family Status Change; or
3. if You have waived all or a portion of Your Noncontributory coverage and enroll at a later date unless You qualify for a Family Status Change; or
4. if You elect an increase in coverage greater than 1 unit unless You qualify for a Family Status Change.

### **Effective Date if We Require Evidence of Insurability**

If You are required to submit evidence of insurability satisfactory to Us, insurance in the amount for which We require such evidence will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.

## **Effective Date of Changes in Amount of Benefit**

Any change in the amount of Your benefits, including Your insured Dependents, caused by a change in class, change in salary, age reduction or amendment to the Policy will become effective on the effective date of change. If the change results in an increase in the amount of insurance, You must be Actively at Work on that date. If You are not Actively at Work, the increase will take effect on the day You are again Actively at Work.

## **Reinstatements**

If Your coverage terminates due to termination of employment and You return to active work within six months, We will not apply a new hire eligibility Waiting Period or require evidence of insurability if You enroll within 31 days.

## GROUP TERM LIFE INSURANCE BENEFIT

THIS BENEFIT ONLY APPLIES TO YOU IF IT IS SHOWN ON YOUR SCHEDULE OF BENEFITS, YOU HAVE ELECTED GROUP TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREE TO PAY THE APPLICABLE PREMIUM.

### Benefit Payment

We will pay Your beneficiary the amount of life insurance in force as of the date of Your death provided You are insured under the Policy on the date of death.

Settlement will be made upon receipt of Proof of death or not later than two (2) months after receipt of such Proof.

We will determine the amount of insurance payable based upon the Schedule of Benefits.

### Beneficiary

Your beneficiary designation must be made on a form which We provide or on a form accepted by Us. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless You have specified otherwise. The Policyholder may not be named as beneficiary.

Unless You provided otherwise, if a beneficiary dies before You, We will divide that beneficiary's share equally between any remaining named beneficiaries.

If no named beneficiary survives You or if You do not designate a beneficiary, We will pay the amount of insurance:

1. to Your spouse, if living; if not,
2. in equal shares to Your then living natural or adopted child(ren), if any; if none,
3. in equal shares to Your father and mother, if living; if not,
4. to Your estate.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will not make payment until a claim is made by the person or entity which, by court order, has been granted control of the estate of such beneficiary. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

If any benefits under this provision are to be paid to Your estate, We may pay an amount not greater than \$2,000 to any person We consider to be equitably entitled by reason of having incurred funeral or other expenses incident to Your death. Any and all payments made by Us shall fully discharge Us in the amount of such payment.

### Change of Beneficiary

You may change Your beneficiary at any time by completing a change request form, or a form accepted by Us, and sending it to the Policyholder. Your written request for change of beneficiary will not be effective until it is recorded by the Policyholder. After the change request has been received, the change will take effect on the later of the date You signed the change request form or the date You specifically requested. A change submitted electronically will take effect on the later of the date We received the electronic submission or the date specifically requested. If You die before the change has been recorded, We will not alter any payment that We have already made. Any prior payment shall fully discharge Us from further liability in that amount.

### Exceptions

Where death is caused by, contributed by, or results from suicide, Supplemental Life Insurance does not cover:

- any losses occurring within 24 months after Your initial effective date of insurance; or
- any increase or additional insurance within 24 months after the date any increase or additional insurance becomes effective for You.

The suicide exclusion will apply to any amounts of insurance for which You pay all or part of the premium.

The suicide exclusion applies to any amount that is subject to evidence of insurability requirements and We approve the evidence of insurability form and the amount You applied for at that time.

## **Conversion of Life Insurance**

### **Conversion if Eligibility Terminates:**

You may convert to an individual policy of life insurance if Your life insurance, or a portion of it, ceases because:

1. You are no longer employed by the Policyholder; or
2. You are no longer in a class which is eligible for life insurance.

In either of these situations, You may convert all or any portion of Your life insurance which was in force at the date of termination.

### **Conversion if Policy is Terminated or Amended:**

You may also convert to an individual policy of life insurance if Your life insurance ceases because:

1. the Policy terminates; or
2. life insurance benefits under the Policy cease; or
3. the Policy is amended making You ineligible for life insurance.

However, in any of these situations, You must have been insured under the Policyholder's plan of insurance for at least five (5) years. The amount of insurance converted in any of these situations will be the lesser of:

1. the amount of life insurance in force, less any amount for which You become eligible under this or any other group policy within 31 days after the date Your life insurance ceased; or
2. \$10,000.

### **Conditions for Conversion:**

We must receive written application and the first premium for the individual life insurance policy within 31 days after insurance under the Policy ceases. No evidence of insurability will be required.

The individual policy will be a policy of whole life insurance. It will not contain disability benefits, Accidental Death & Dismemberment benefits or any other supplemental benefits.

The premium for the individual policy will be based on:

1. Our current rates based upon the attained age on Your nearest birthday; and
2. the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the first day following the 31 day period during which You could apply for conversion.

If You die during a period when You would have been entitled to have an individual policy issued and You die before such an individual policy became effective, We will pay the beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued as defined above, provided the death occurred during the 31 day period within which You could have made application.

If life insurance benefits are paid under the Policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

### **Notice:**

If the Policyholder fails to notify You at least 15 days prior to the date insurance under the Policy would cease, You shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the Policy. The additional election period shall expire 15 days immediately



after the Policyholder gives You notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

## Portability

If Your Supplemental Life Insurance ceases under the Policy, You may continue Your coverage by porting to the Group Portable Insurance Trust Policy provided:

1. You were insured under the Policyholder's plan of insurance for at least 12 months; and
2. Your life insurance provided by other terms of the Policy has terminated due to termination of Your employment and prior to any termination of Your class of coverage; and
3. You are under 65 years old; and
4. You did not terminate employment due to a disability; and
5. You did not terminate employment due to retirement from the Policyholder; and
6. You are no longer in a class of insurance which is eligible for Supplemental life insurance.

The maximum amount of insurance available to port under this provision is 100% of the amount of Supplemental Life Insurance in effect on the date Your coverage ceases, less any amount converted under the Conversion of Life Insurance provision, to a maximum of \$500,000.

**Group Portable Insurance Trust Policy** means the trust policy under which the portable coverage is issued. Provisions of the Group Portable Insurance Trust Policy may differ from the provisions of the Policy.

**Retirement** means You begin receiving retirement benefits which You are eligible to receive as a result of employment with the Policyholder.

You must elect by written application to continue coverage under the Group Portable Insurance Trust Policy within the 31 day period immediately following the date on which Your insurance terminated. If Your premium and application are received by Us within this period, portable coverage will take effect on the 32nd day immediately following the date of termination.

The premiums for coverage continued under Portability will be based on Our current rates for Your age at the time You elect Portability. We may change premium rates for portable coverage at any time with 31 days written notice.

## Waiver of Premium

We will continue Your life insurance benefit under the Policy without the further payment of life insurance premium if You become Totally Disabled, provided:

1. You are insured under the Policy and are Actively at Work on or after the effective date of the Policy; and
2. You are under the age of 60; and
3. You provide Us with satisfactory written Proof of Total Disability within 12 months after the date You became Totally Disabled; and
4. Your Total Disability has continued without interruption for at least 6 months; and
5. Your Total Disability is not caused by an intentionally self-inflicted injury (whether sane or insane); and
6. Your Total Disability does not occur as a result of the commission of, or attempt by You to commit a felony; and
7. Your Total Disability does not result from You driving a Motorized Vehicle while Intoxicated; and
8. Your Total Disability does not result from You riding in a Motorized Vehicle driven by a driver who was Intoxicated; and
9. You are still Totally Disabled when You submit the Proof of disability; and
10. all required premium has been paid.

The premium will be waived from the date We receive satisfactory written Proof of Total Disability. Premium will continue to be waived provided You:

1. remain Totally Disabled; and

2. provide satisfactory written Proof of continuing Total Disability upon request.

You are responsible for obtaining initial and continuing Proof of Total Disability.

You will be covered for the amount of life insurance in force as of the date Total Disability commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as a result of age or amendment to the Policy. This life insurance coverage will continue without the payment of premium until the Insured is no longer Totally Disabled or reaches age 70, whichever occurs first.

We may require You to submit to an Independent Medical Examination at reasonable intervals during the period of claimed Total Disability. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if You refuse to be examined as and when required.

We will pay the amount of life insurance in force to the beneficiary if You die before furnishing satisfactory Proof of Your Total Disability, provided:

1. You die within one year from the date You became Totally Disabled; and
2. We receive Proof that You were continuously Totally Disabled until the date of death.

If continuation of life insurance under the Waiver of Premium provision ceases, and You are employed by the Policyholder, Your life insurance will continue provided premium payments begin on the next premium due date.

If continuation of life insurance under the Waiver of Premium provision ceases, and You are no longer employed by the Policyholder, You may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of the Policy.

## ACCELERATED DEATH BENEFIT

The benefit paid under this provision may be taxable. If so, You or Your beneficiary may incur a tax obligation. As with all tax matters, You or Your beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect Your eligibility for Medicaid or other governmental benefits or entitlements.

### Benefit

The Accelerated Death Benefit is 50% of Your Group Term Life Insurance which is payable to You prior to Your death if We receive Proof that You are Terminally Ill. The Accelerated Death Benefit is limited to a maximum of \$250,000 and a minimum of \$10,000, and is payable only once to any one Insured.

If Your Group Term Life Insurance will reduce, due to age, within 12 months after the date We receive Proof, the benefit will be 50% of the reduced Group Term Life Insurance benefit.

This benefit does not apply to Accidental Death & Dismemberment benefits.

### Benefit Payment

We will pay the benefit during Your lifetime, if Terminally Ill, if Your legal representative elects the benefit and provides satisfactory Proof. The benefit will be paid to You in one sum.

### Exceptions

The benefit will not be payable:

1. for any amount of Group Term Life Insurance which is less than \$20,000; or
2. if Your Group Term Life Insurance benefit has been assigned; or
3. if Your Group Term Life Insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement; or
4. if You are a retiree.

### Notice and Proof of Claim

You must file a claim form on a form that is acceptable to Us for benefits to be paid. If You need a claim form, MedMutual Life will supply a claim form within 15 days of the request for the Accelerated Death Benefit. If MedMutual Life does not provide the claim form within 15 days, written proof of eligibility will be considered satisfied. You must furnish Proof that You are terminally Ill, including certification by a Medical Provider.

### Effect on Insurance

The benefit is in lieu of the Group Term Life Insurance benefit that would have been paid upon Your death.

When the benefit is paid:

1. the amount of Group Term Life Insurance otherwise payable upon Your death will be reduced by the benefit;
2. the amount of Group Term Life Insurance which could otherwise have been converted to an individual contract will be reduced by the benefit; and

3. the premium due for Group Term Life Insurance will be calculated on the amount of such insurance remaining in force after deducting the benefit.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

THIS BENEFIT ONLY APPLIES TO YOU IF IT IS SHOWN ON YOUR SCHEDULE OF BENEFITS, YOU HAVE ELECTED ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM

### Benefit

We will pay You up to the Principal Sum as shown in the Schedule of Benefits if You lose Your life or a member of Your body as a result of an Accident, while You are insured under the Policy. The amount payable is shown in the table below. The loss must occur within 365 days of the Accident; and the loss must be the direct and sole result of the Accident and independent of all other causes.

TABLE OF LOSSES	% OF PRINCIPAL SUM PAYABLE
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of Speech and Hearing	100%
Quadriplegia	100%
Paraplegia	75%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Hemiplegia	50%
Loss of Thumb and Index Finger (on same hand)	25%
Uniplegia	25%

Loss, with respect to hand or foot, means actual and permanent severance from the body at or above the wrist or ankle joint, as applicable. With respect to sight, speech and hearing, Loss means entire and irrecoverable loss of sight, speech or hearing. With respect to thumb and index finger, loss means complete severance of entire digit at or above joints.

**Quadriplegia** means total Paralysis of both arms and legs. **Paraplegia** means total Paralysis of both legs. **Hemiplegia** means total Paralysis of one arm and one leg on the same side of the body. **Uniplegia** means total Paralysis of one limb.

**Paralysis** means loss of use without severance of a limb which resulted from an Accident. Paralysis must be determined by a Medical Provider to be permanent, total and irreversible.

The total amount of benefits payable for all losses to any one person resulting from any one Accident will not be greater than the Principal Sum shown in the Schedule of Benefits.

We will pay benefits for loss of life to the same beneficiary(ies) named to receive life insurance benefits. Benefits for all other losses will be paid to You.

## Seat Belt Benefit

We will pay an additional benefit, the Seat Belt Benefit, equal to \$10,000 of the Insured's Principal Sum, if the Principal Sum under the Voluntary Accidental Death & Dismemberment Benefit is payable for loss of Your life as the result of an Accident which occurs while You are driving or riding in an Automobile, if:

1. the Automobile is equipped with Seat Belts;
2. the Seat Belt was in actual use and properly fastened at the time of the Accident; and
3. the position of the Seat Belt is certified in the official report of the accident or by the investigating officer. A copy of the police accident report must be submitted with the claim; and
4. You were driving or riding in an automobile driven by a driver who was neither:
  - a. Intoxicated; nor
  - b. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a Medical Provider and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence.

If such certification is not available, and it is unclear whether You were properly wearing Seat Belt(s), then We will pay a fixed benefit of \$1,000.

**Automobile** means a motor vehicle licensed for use on public highways which is a self-propelled passenger vehicle that has four wheels and an internal combustion engine. It may include electric passenger vehicles and certain hybrids. It excludes all other motorized vehicles.

**Seat Belt** means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

## Air Bag Benefit

We will pay an additional benefit, the Air Bag Benefit, equal to 1/2 of the Seat Belt Benefit of the Principal Sum of the Voluntary Accidental Death & Dismemberment Benefit, if the Principal Sum of the Voluntary Accidental Death & Dismemberment Benefit is payable for the loss of Your life as a result of an Accident which occurs while You are driving or riding in an automobile 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.

The maximum Air Bag Benefit payable is \$5,000. If it is unclear whether You were properly wearing Seat Belt(s) or if it is unclear whether the Air Bag inflated properly, then the Air Bag Benefit will be \$100.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

## Repatriation Benefit

We will pay an additional benefit, the Repatriation Benefit, equal to 50% of the Basic Principal Sum up to \$5,000 for the preparation and transportation of Your body to a mortuary if:

1. the Principal Sum under the Basic Accidental Death & Dismemberment Benefit is payable for loss of Your life; and
2. Your death occurs at least 75 miles away from Your principal residence.

## Dependent Education Benefit

We will pay an additional benefit, the Education Benefit, to Your Dependent Student if the Voluntary Principal Sum under the Accidental Death & Dismemberment Benefit is payable for loss of Your life.

### Definitions which apply to the Education Benefit:

**Student** means a Dependent child(ren) who, on the date of Your death, is:

1. A full-time student in a School of Higher Education; or
2. A student in the 12th grade but who becomes a full-time post-high school student in a School of Higher Education within 365 days of Your death; or
3. A student who has graduated 12th grade within 90 days of Your death and who becomes a full-time post high school student in a School of Higher Education within 365 days of Your death.

**School of Higher Education** means an institution which:

1. is legally authorized by the State in which it is located; and
2. provides either a program for:
  - a. Bachelors' degrees or not less than a two year program with full credit towards a Bachelor's degree; or
  - b. Gainful employment as long as such program is at least one year of training; and
3. is accredited by an Agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

Eligibility will continue to age 25 for Dependent child(ren) who are not employed full time and are enrolled as a full time student in a recognized school and dependent on You for support and maintenance.

Eligibility will continue past the age limit for Dependent child(ren) who are primarily dependent upon You for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. Proof of such capacity must be provided to Us upon request.

**Note:** No eligible person may be covered more than once under the Policy. If a person is covered as an Employee, He cannot be covered as a Dependent child(ren) of another Employee.

**Amount of Benefit:** The maximum Dependent Education Benefit for each Student shall equal the least of the following amounts:

1. 5% of the Voluntary Principal Sum per year for each Dependent child;
2. \$2,500 per year for each Dependent child;
3. \$20,000 for all Dependent children and all years up to age 22;
4. The amount of expense actually incurred.

**Payment of Benefit:** The Dependent Education Benefit will be paid in four equal annual installments. We will only pay one Dependent Education Benefit to any one Student during any one school year. If the Student is a minor, We will pay the benefit to the legal representative of the minor. Reimbursement will not be made for expenses incurred prior to Your death, or for room, board or other ordinary living, traveling or clothing expenses.

**When Benefit Ends:** A Student will no longer be eligible to receive the Dependent Education Benefit upon the earlier of the following:

1. When the Dependent child(ren) no longer meets the definition of a Student; or
2. Our payment of the fourth installment of the Dependent Education Benefit on behalf of or to the student; or
3. At the end of the period during which Proof must be submitted if no Proof is submitted.

## Spouse Education Benefit

We will pay an additional benefit, the Spouse Education Benefit, to Your spouse who is a Student, if the Principal Sum under the Voluntary Accidental Death & Dismemberment Benefit is payable for loss of Your life.

### Definitions which apply to the Spouse Education Benefit:

**Student** means a spouse who, on the date of Your death, is:

1. A full-time student in a School of Higher Education; or
2. A student who has graduated 12th grade within 90 days of Your death and who becomes a full-time post high school student in a School of Higher Education within 365 days of Your death.

**School of Higher Education** means an institution which:

1. is legally authorized by the state in which it is located; and
2. provides either a program for:
  - a. Bachelors' degrees or not less than a two-year program with full credit towards a Bachelor's degree; or
  - b. Gainful employment as long as such program is at least one year of training; and
3. is accredited by an agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

**Note:** No eligible person may be covered more than once under the Policy. If a person is covered as an Employee, He cannot be covered as a spouse of another Employee.

**Amount of Benefit:** The maximum Spouse Education Benefit for each Student shall equal the least of the following amounts:

1. 5% of the Voluntary Principal Sum per year;
2. \$2,500 per year;
3. \$20,000 for all years;
4. The amount of expense actually incurred.

**Payment of Benefit:** The Spouse Education Benefit will be paid in four equal annual installments. We will only pay one Spouse Education Benefit to any one Student during any one school year. Reimbursement will not be made for expenses incurred prior to Your death, or for room, board or other ordinary living, traveling or clothing expenses.

**When Benefit Ends:** A Student will no longer be eligible to receive the Spouse Education Benefit upon the earlier of the following:

1. When the spouse no longer meets the definition of a Student; or
2. Our payment of the fourth installment of the Spouse Education Benefit on behalf of or to the Student; or
3. At the end of the period during which Proof must be submitted if no Proof is submitted.

### **Common Carrier Benefit**

We will pay an additional benefit, the Common Carrier Benefit, equal to 100% of Your Principal Sum paid under the Voluntary Accidental Death & Dismemberment Benefit, if a Principal Sum under the Voluntary Accidental Death & Dismemberment benefit for loss of Your life is payable as the result of an Accident which occurs while You are a fare-paying passenger on a public conveyance that:

1. is run by a common carrier regulated by the government; and
2. transports passengers for hire; and
3. is not a chartered or other privately arranged conveyance.

### **Exposure and Disappearance Benefit**

If, as a result of an Accident while insured for this benefit, You are unavoidably exposed to the elements and suffer a loss as a result of that exposure, the loss will be covered according to the Table of Losses. If Your body has not been found within one (1) year of an Accidental disappearance resulting from a forced landing, sinking or wrecking of a conveyance in which You were an occupant, You will be deemed to have suffered loss of life. If You are later found to be alive, the AD&D death benefit must be refunded to MedMutual Life.



## Coma Benefit

If an Injury occurs as a result of an Accident, We will pay You or Your legal representative an additional benefit if You become Comatose within 31 days of the Accident and remain Comatose beyond the Waiting Period.

We will pay this benefit at the rate of 1% of Your Principal Sum per month from the end of the Waiting Period. We will cease payment on the earliest of:

1. the end of the month in which You die;
2. the end of the 11th month for which the benefit is payable; or
3. the end of the month in which You recover from the Coma.

If You:

1. die from any cause or as a result of the covered Accident while the Coma Benefit is payable; or
2. remain Comatose after the Coma Benefit is payable for 11 consecutive months, we will pay a lump sum benefit equal to the Principal Sum under the Policy for Accidental Death, reduced by the amount of any Accidental Dismemberment, loss of sight, speech, hearing, or paralysis benefits paid to You for the loss caused by the covered Accident.

**Comatose or Coma** means that a person is in a profound stupor of complete and total unconsciousness, as the result of a covered Accident.

**Waiting Period** for the Coma Benefit means the 31 day period from the date You become Comatose.

## Child Care Benefit

We will pay an additional benefit, the Child Care Benefit, of \$10,000 per year per Dependent child(ren) of the Principal Sum of the Voluntary Accidental Death & Dismemberment Benefit, not to exceed the amount of expense actually incurred, for up to four (4) years, if You suffer a loss of life solely and as a direct result of an Accident, if the Dependent child(ren) is/are enrolled in a Legally Licensed Child Care Center.

## Limitations

We will not pay any Accidental Death & Dismemberment benefits for a loss caused by or connected with:

1. suicide or attempted suicide;
2. intentionally self-inflicted injury, including but not limited to Russian roulette;
3. bodily or mental disease or treatment of these;
4. Your participation in, or as a result of Your having participated in the commission of an assault or felony;
5. bacterial infection except pyogenic infection which occurs through or with an Accidental cut or wound;
6. war or any act of war, whether declared or undeclared;
7. travel or flight in an aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft;
8. Your being under the influence of any drug, (except those prescribed by a physician and used in the manner prescribed), including narcotics, hallucinogens and gas or fumes, which are taken or inhaled voluntarily;
9. voluntary poisoning;
10. Your being Intoxicated;
11. any loss or Injury as a result of autoerotic asphyxiation;
12. any period which You are confined to a penal or correctional institution;
13. riding, driving or testing a Motorized Vehicle used in a race or speed contest;
14. taking part in the sports of scuba diving, bungee jumping, sky diving, parachuting, hang gliding or ballooning.

## **Notice of Claim**

If You incur a loss that may result in a claim for benefits under the Policy, written notice must be given to Us at Our home office. This must be done within 20 days after the covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice must contain enough information to identify the claimant and nature of loss.

## **Claim Forms**

When We receive written notice of a claim, We will send the claimant forms with which to file Proof of loss. If these forms are not given to the claimant within 15 days, He will be excused from filing the forms provided He sends Us written Proof of loss detailing the occurrence, the character and extent of the loss for which claim is made.

## **Proof of Loss**

We must receive written Proof of loss within 90 days after the date of the loss for which claim was made. If it can be shown that it was not reasonably possible to furnish such Proof and that such Proof was furnished as soon as reasonably possible, failure to furnish Proof of loss within 90 days will not invalidate or reduce any claim. However, except in the absence of legal capacity, Proof of loss must be furnished no later than one (1) year from the date such Proof is required.

For the Education Benefit, Proof of loss must:

1. Include Proof of Student status; and
2. Be submitted no later than two months after completion of course work for that particular school year. The school year shall be deemed to begin on August 1st and end on July 31st.

## **Right of Recovery**

If, at any time, payments made under the plan exceed the benefits that should have been paid under the terms of the plan, the plan has the right to recover such excess payments from any person to or for whom payments were made or from any organizations or plan from which similar benefits remain payable. At the plan administrator's option, it may recover excess payments by reducing future payments due under the plan, or by any other method it finds appropriate. Each covered person is deemed through participation in the plan, to authorize such recovery of overpayments.

## CONTINUATION OF EMPLOYEE COVERAGE

If You are no longer Actively at Work as a result of disability, layoff, leave of absence or sabbatical leave, You may continue to be eligible for group insurance coverage, except Short-Term Disability coverage, as follows:

<b>Disability</b>	Until the end of the 12th month following the month in which You began disability, provided all premiums are paid when due.
<b>Layoff</b>	Until the end of the 1st month following the month during which the layoff began, provided all premiums are paid when due.
<b>Leave of Absence</b>	Until the end of the 1st month following the month in which a Leave of Absence, not in compliance with the Family and Medical Leave Act of 1993 began, provided all premiums are paid when due.

If, on the date of layoff or Leave of Absence, You are covered for Short-Term Disability benefits and are Totally Disabled, We will pay disability benefits up to the maximum benefit period as shown in the Schedule of Benefits. If, on the date of layoff or Leave of Absence, You are covered for Short-Term Disability benefits and are not Totally Disabled, coverage for disability benefits ends immediately.

**Sabbatical Leave** Until the end of the month following the 12th month in which the sabbatical began, provided all premiums are paid when due.

**Family Medical Leave of Absence (FMLA)** Until the end of a 12 week period, or longer if required by state law, following the date a Leave of Absence, in compliance with the Family and Medical Leave Act of 1993, began, provided all premiums are paid when due.

**Military Caregiver Leave for current service member under the Family Medical Leave of Absence (FMLA)** Until the end of a combined total leave of 26 weeks of leave for any FMLA qualifying reasons in a single 12 month period, beginning on the first day the Employee takes Military Caregiver Leave.

## TERMINATION PROVISIONS

### Termination of Employee Coverage

Insurance coverage will end for You on the earliest of:

1. the date You are no longer a member of a covered class; or
2. the date the Policy is canceled; or, if applicable, the date the Participating Employer's participation terminates; or
3. the effective date of an amendment to the Policy which terminates insurance for the class to which You belong; or
4. the date You stop making any required contribution toward payment of premiums; or
5. the date during which You are no longer Actively at Work (except in the case of disability, layoff or Leave of Absence as set forth in the Policy).

# GENERAL PROVISIONS

## Changes in Benefits or Provisions

The benefits provided by this coverage may be changed at any time. It is the Policyholder's responsibility to notify You when these changes go into effect. If You are receiving covered benefits under this Certificate at the time your revised benefits become effective, MedMutual Life will continue to provide benefits for these services only if they continue to be covered benefits under the revised benefits.

## Statements

We consider any statements made by the Policyholder or You, in the absence of fraud, to be representations and not warranties. No such statement shall be used in defense to a claim under the Policy unless it is contained in a written application.

## Incontestability

We will not contest the validity of the Policy, except for nonpayment of premium, after it has been in force for two (2) years from its effective date. We will not contest the validity of Your insurance after Your insurance has been in force under the Policy for two (2) years during Your lifetime.

## Misstatement of Age

If You have misstated Your age or the age of a Dependent, the true age will be used to determine:

1. the effective date or termination date of insurance; and
2. the amount of insurance; and
3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

## Appeals

If You are not satisfied with a benefit determination decision, You may file an appeal for reconsideration. To file an appeal, contact MedMutual Life in writing within sixty (60) days of the date appearing on MedMutual Life's notice to You of its benefit determination.

## Conformity with State Law

If any part of the Policy does not conform to a state statute in the state in which it is issued or delivered, it is hereby amended to conform with the minimum requirements of the statutes of that state.

## **Payment of Interest**

The interest payable for Life, Accidental Death, and Dependent Life insurance benefits shall be computed from the date of Your death to the date of the payment of the proceeds and shall be at whichever of the following rates is greater:

1. The annual short-term applicable federal rate for the purposes of section 1274(d) of the Internal Revenue Code as defined in section 5747.01 of the Ohio Revised Code in effect for the month in which You died; or
2. The current rate of interest on proceeds left on deposit with Us.

## **Assignment**

You may assign to anyone other than the Policyholder any incident of ownership You may possess. We are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

## **Retention of Discretion**

We shall have the exclusive right to interpret the terms of the Policy, the Certificate, the Schedule of Benefits, Riders and Endorsements. The decision about whether to pay any claim, in whole or in part, is within Our sole discretion, and such decisions shall be final and conclusive.

## **Physical Examination/Autopsy**

Upon receipt of a claim, We may examine You, at Our expense, at any reasonable time. We reserve the right to perform an autopsy, at Our expense, if it is not prohibited by any applicable local law(s).

## **Legal Action**

No action at law or in equity may begin prior to 60 days after We receive valid written Proof of loss. No such action may begin after 3 years from the day written Proof of loss was required.

