CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION ACT

SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guarantee Association is not unlimited, however, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guarantee association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact:

The California Life and Health Insurance Guarantee Association PO Box 17319 Beverly Hills CA 90209-3319 OR Consumer Services Division California Department of Insurance 300 South Spring St, South Tower Los Angeles CA 90013 ate law that provides for this safety-net coverage is called the California

The state law that provides for this safety-net coverage is called the California Life and Health Guarantee Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guarantee Association if:

Their insurer was not authorized to do business in this state when it issued the policy or contract;

Their policy was issued by a health care service plan (HMO, Blue Cross, Blue Shield), a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;

They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;

Employer or association plans, to the extent they are self-funded or uninsured;

Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

Any policy of reinsurance unless an assumption certificate was issued;

Interest rate yields that exceed an average rate;

Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

LIFE AND ANNUITY BENEFITS

80% of what the insurance company would owe under a policy or contract up to \$100,000 in cash surrender values,

\$100,000 in present value of annuities, or

\$250,000 in life insurance death benefits.

A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

HEALTH BENEFITS

A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

CALIFORNIA NOTICE OF COMPLAINT PROCEDURE

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:

Standard Insurance Company PO Box 2177 Portland, OR 97208-2177 (888) 937-4783

If the problem is not resolved, you may also write to the State of California at:

Department of Insurance Consumer Services Division 300 S. Spring Street, 11th FL Los Angeles, CA 90013 1-800-927-HELP (4357)

This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company 900 SW Fifth Avenue Portland, Oregon 97204-1282 (503) 321-7000

CERTIFICATE:

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Policyholder:	Association of California School Administrators
Policy Number:	641419-C
Effective Date:	January 1, 2007

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

President and CEO

GC190-ADD/S399

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COVERAGE FEATURES

This section contains many of the features of your voluntary accidental death and dismemberment insurance (AD&D Insurance). Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	641419-C
Policyholder:	Association of California School Administrators
Employer:	Association of California School Administrators
Group Policy Effective Date:	January 1, 2007
State of Issue:	California

BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; (c) Apply in writing for insurance; and (d) Agree to pay premiums. See **When AD&D Insurance Becomes Effective**.

Definition of Member:	You are a Member if you are a member in good standing of Association of California School Administrators (ACSA).
	You are not a Member if you are a full time member of the armed forces of any country.
Class Definition:	Class 1: Members of the Association of California School Administrators or the Association of California Community College Administrators.
	Class 2: Members of the Board of Directors or Field Representatives or Professional Standards Advocates or Member Service Representatives of the Association of California School Administrators.
Eligibility Waiting Period:	You are eligible on the date you become a Member.

PREMIUM CONTRIBUTIONS

Insurance is:

Contributory

SCHEDULE OF AD&D INSURANCE

Class 1:

You may apply for AD&D Insurance in multiples of \$25,000, from \$25,000 to \$500,000.

Class 2:

\$100,000*

*Members in Class 2 may also be included in Class 1. The maximum Benefit for Members who are included in Class 1 and 2 is \$500,000.

You may also elect to insure your Dependents. The amount of AD&D Insurance for your Dependents is equal to a percentage of your AD&D Insurance, as follows:

Spouse only:	60%
Children only:	20% for each Child
Spouse and Children:	50% for your Spouse
	15% for each Child
The amount payable for certain Losses will differ. See Accidental Death and Dismemberment	
Insurance, C. Amount Payable.	

Seat Belt Benefit:	The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance payable for loss of life.
Air Bag Benefit:	The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance payable for loss of life.

REDUCTIONS IN INSURANCE

If you have reached an age shown below, the amount of AD&D Insurance will be the amount determined from the Schedule of Insurance, reduced to the appropriate percentage below.

Age	Percentage
70 through 74	65%
75 through 79	45%
80 through 84	30%
85 or over	15%

OTHER PROVISIONS

Benefit for loss due to exposure:	Yes
Benefit for disappearance:	Yes
Benefit for loss of speech or hearing:	Yes
Benefit for loss of thumb and index finger of same hand:	Yes
Benefit For Paralysis:	Yes
Benefit for Coma:	Yes
Common Disaster Benefit:	Yes
Higher Education Benefit:	Yes
Career Adjustment Benefit:	Yes
Occupational Assault Benefit:	Yes
Public Transportation Benefit:	Yes

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If a person has an accident while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof of Loss.

B. Definition Of Loss

Loss means loss of life, hand, foot or sight, or coma, which:

- 1. Is caused solely and directly by an accident;
- 2. Occurs independently of all other causes; and
- 3. Occurs within 365 days after the accident.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire and irrecoverable loss of sight.

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 21 consecutive days.

C. Amount Payable

The amount payable is equal to a percentage of the AD&D Insurance in effect on the insured person on the date of the accident (see **Coverage Features**). The percentage is shown below.

Loss:	Percentage
Life One hand, one foot, or sight of one eye,	100%
speech or hearing	50%
Two or more of the above Losses	100%
Coma	1% per month of the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 12 months.

No more than 100% of the amount of AD&D Insurance in effect on an insured person will be paid for all Losses incurred by that person as a result of one accident.

D. Changes In AD&D Insurance

An elective change in AD&D Insurance becomes effective on the date you complete and sign a new enrollment card.

A change in AD&D Insurance because of a change in age becomes effective on the first day of the calendar month coinciding with or next following the date of change in age.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the Loss is caused or contributed to by any of 1 through 8 below.

- 1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- 2. Suicide or other intentionally self-inflicted injury, while sane or insane.

- 3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
- 4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a physician.
- 5. Sickness or Pregnancy existing at the time of the accident.
- 6. Heart attack or stroke.
- 7. Medical or surgical treatment for any of the above.
- 8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will apply only to:
 - a. A pilot or crew member of the aircraft; or
 - b. A passenger in an aircraft operated by or for the Employer.
- F. Benefit For Loss Due To Exposure

If you or your Dependent suffers a Loss caused by exposure to the natural elements, we will pay the amount of AD&D Insurance in effect for that Loss on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

G. Benefit For Disappearance

If you or your Dependent disappears as a result of an accident which could have caused Loss of life, and are not found within one year from the date of the accident, we will presume that you or your Dependent died. We will pay the amount of AD&D Insurance in effect on the insured person on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

H. Benefit For Loss Of Speech Or Hearing

If you or your Dependent suffers a Loss of speech or hearing, we will pay 50% of the AD&D Insurance in effect on the insured person on the date of the accident. With respect to speech or hearing, Loss means entire and irrecoverable loss of speech or hearing, as certified by a Diplomate of the American Board of Otolaryngology.

I. Benefit For Loss Of Thumb And Index Finger Of Same Hand

If you or your Dependent suffers a Loss of thumb and index finger of same hand, we will pay 25% of the AD&D Insurance in effect on the insured person on the date of the accident. With respect to thumb and index finger of same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints, whether or not surgically reattached. This benefit will not be paid if benefits are payable under the Group Policy for Loss of that entire hand.

J. Common Disaster Benefit

If you and your Spouse are both insured under the Group Policy, and both suffer Loss of life as a result of the same accident, we will pay 200% of your AD&D Insurance in effect on the date of the accident. If your spouse is also an insured Member under the Group Policy, this benefit will not be paid.

The Common Disaster Benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident. The amount payable will be paid in equal shares to each Child. If you have no surviving Children, the Common Disaster Benefit will not be paid.

K. Higher Education Benefit

If you suffer Loss of life, we will pay a Higher Education Benefit to each insured Child who is:

1. Registered and in full-time attendance at an accredited institution of higher education beyond the 12th grade; or

2. In the 12th grade and will be registered and in full-time attendance within one year at an accredited institution of higher education beyond the 12th grade.

The Higher Education Benefit is payable annually, for a maximum of four years, provided we receive proof that the Child continues to meet 1 and 2 above. The amount payable per year is 5% of your AD&D Insurance in effect on the date of the accident, subject to a maximum of \$5,000.

The Higher Education Benefit will be paid in addition to other AD&D benefits payable under the Group Policy for the same Loss. If there is no Child eligible to receive the Higher Education Benefit, it will not be paid.

L. Career Adjustment Benefit

If you suffer Loss of life, and you and your Spouse are insured under the Group Policy, we will pay your Spouse a Career Adjustment Benefit. The amount payable is 5% of your AD&D Insurance in effect on the date of the accident, subject to a maximum of \$5,000.

The Career Adjustment Benefit will be paid in addition to other AD&D benefits payable under the Group Policy. If you have no surviving Spouse, this benefit will not be paid.

M. Benefit For Paralysis

We will pay a Benefit For Paralysis if:

- 1. You or your Dependent suffers paralysis caused by an accident within 180 days of the date of that accident;
- 2. The paralysis continues for 12 calendar months; and
- 3. A licensed medical professional certifies that the paralysis is permanent, complete and irreversible.

The amount payable is equal to a percentage of the AD&D Insurance in effect on the insured person on the date of the accident. The percentage is shown below:

Loss	Percentage
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%

Quadriplegia means total paralysis of both upper and lower limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means total paralysis of the upper and lower limb on the same side of the body.

N. Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if:

- 1. You or your Dependent dies as a result of an Automobile accident for which an AD&D Insurance benefit is payable; and
- 2. You or your Dependent was wearing a Seat Belt at the time of the accident, as evidenced by a police accident report.

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

Automobile means a motor vehicle licensed for use on public highways.

O. Air Bag Benefit

The amount of the Air Bag Benefit is shown in the Coverage Features.

We will pay an Air Bag Benefit if all of the following requirements are met:

Revised 5/13/2025

- 1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
- 2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
- 3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

P. Occupational Assault Benefit

The amount of the Occupational Assault Benefit is the lesser of (1) \$25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

- 1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
- 2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.
- Q. Public Transportation Benefit

The amount of the Public Transportation Benefit is the lesser of (1) \$200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the loss of life.

We will pay a Public Transportation Benefit if all of the following requirements are met:

- 1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 2. The accident occurs while you are riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

VA.IC.35X

WHEN AD&D INSURANCE BECOMES EFFECTIVE

A. Your AD&D Insurance

Your AD&D Insurance becomes effective on:

- 1. With respect to Class 1, the date you become eligible, if you apply on or before that date.
- 2. The date you apply, if you apply after you become eligible.
- 3. With respect to Class 2, the date you start the covered position.
- B. AD&D Insurance For Your Dependents

AD&D Insurance for your Dependents becomes effective on the later of:

- 1. The date you apply for AD&D Insurance for your Dependents; and
- 2. The date your AD&D Insurance becomes effective.

While AD&D Insurance for your Dependents is in effect, each new Dependent becomes insured immediately.

WHEN AD&D INSURANCE ENDS

AD&D Insurance ends automatically on the earliest of:

- 1. The date the Group Policy terminates.
- 2. The date the last period ends for which you made a premium contribution.
- 3. The date you cease to be a Member, unless it ends under 1 or 2 above.
- 4. For your Spouse, the date of your divorce or termination of your Domestic Partner relationship.
- 5. For any Dependent, the date the Dependent ceases to be a Dependent.
- 6. For a Disabled Child, 90 days after the date we mail a request for proof that the Disabled Child continues to qualify as a Disabled Child and proof is not given.

VA.EN.19X

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, if your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

VA.RE.01X

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the Loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a Loss occurred:

- 1. For which the Group Policy provides benefits;
- 2. Which is not subject to any exclusions; and
- 3. Meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be paid until we receive Proof Of Loss.

D. Investigation Of Claim

We may have you or your Dependents examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. Within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support the claim.
- d. Information concerning the claimant's right to a review of our decision.
- G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. Within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

The Group Policy does not provide voluntary alternative dispute resolution options.

VA.CL.12

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

VA.AS.01

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment of Benefits

Benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

Benefits payable because of the death of a Dependent will be paid to you. If you are not living, benefits will be paid in equal shares to the first surviving class of the classes below.

- 1. The children of the Dependent.
- 2. The parents of the Dependent.
- 3. Your estate.

Dismemberment benefits will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing. Your designation:

- 1. Must be dated and signed by you;
- 2. Must be delivered to the Policyholder or Employer during your lifetime;
- 3. Must relate to the insurance provided under the Group Policy; and
- 4. Will take effect on the date it is delivered to the Policyholder or Employer.
- C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

- 1. Your Spouse.
- 2. Your children.
- 3. Your parents.
- 4. Your brothers and sisters.
- 5. Your estate.
- E. Methods of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.
- 3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to a Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

VA.BB.01

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
 - a. Your eligibility for insurance;
 - b. Your entitlement to benefits;
 - c. The amount of benefits payable;
 - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

VA.AL.01

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof of Loss; and
- 2. The time within which Proof of Loss is required to be given.

VA.TL.01

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

- 1. The insurance would not have been approved if we had known the truth; and
- 2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After the insured's insurance has been in effect for two years, we will not use a misrepresentation to reduce or deny a claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of Group Policy

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Group Policy unless:

- 1. The Group Policy would not have been issued if we had known the truth; and
- 2. We have given the Policyholder a copy of a written instrument signed by the Policyholder which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for:

- 1. Nonpayment of premiums; or
- 2. Fraudulent misrepresentations.

VA.IN.01

DEFINITIONS

AD&D Insurance means your accidental death and dismemberment insurance under the Group Policy.

Child means your unmarried child from live birth until age 19 (age 23 if a registered student in full time attendance at an accredited educational institution). Child includes a stepchild and the child of your Spouse living in your home and an adopted child.

Dependent means your Spouse or Child. Dependent does not include a full-time member of the armed forces of any country.

Disabled Child means your unmarried child who, on and after the date on which AD&D Insurance would end because of the child's age, is continuously:

1. Incapable of self-sustaining employment because of mental retardation or physical handicap; and

2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

Disabled Child includes your unmarried child over age 18 (or over age 23 and a registered student in full-time attendance at an accredited educational institution) who:

- a. On the day before the effective date of your Employer's coverage under the Group Policy was insured under the Prior Plan; and
- b. On and after the effective date of your Employer's coverage under the Group Policy continuously meets the requirements of 1 and 2 above.

You must give us proof of Disabled Child status on our forms and within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is a Disabled Child on that date. At reasonable intervals thereafter, we may require further proof, and have your Disabled Child examined at our expense.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Group Policy means the group voluntary accidental death and dismemberment insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Sickness means your sickness, illness, or disease.

Spouse means:

- 1. A person to whom you are legally married; or
- 2. Your Domestic Partner. Your Domestic Partner means an individual recognized as such under California state law.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a fulltime member of the armed forces of any country or a person from whom you are divorced or from whom you have terminated a Domestic Partner relationship.

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