

# STANDARD INSURANCE COMPANY

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

## CERTIFICATE AND SUMMARY PLAN DESCRIPTION GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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Policyholder:	Windstream Services, LLC
Policy Number:	755555-B
Effective Date:	January 1, 2018

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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 and Summary Plan Description or other notice to be given to you.

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

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



Chairman, President and CEO

GC494-ADD/S399

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## COVERAGE FEATURES

This section contains many of the features of your group 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.

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### GENERAL POLICY INFORMATION

Group Policy Number:	755555-B
Policyholder:	Windstream Services, LLC
Employer(s):	Windstream Services, LLC
Group Policy Effective Date:	January 1, 2018
Policy Issued in:	Arkansas

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### BECOMING INSURED

To become insured for AD&D Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **When AD&D Insurance Becomes Effective and Active Work Provisions**.

Definition of Member:	You are a Member if you are: <ol style="list-style-type: none"><li>1. An active L.L.C. Owner-Employee or employee of the Employer; and</li><li>2. Regularly working at least 30 hours each week.</li></ol>
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You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition:	None
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Eligibility Waiting Period:	You are eligible on one of the following dates: <p>If you are a Member on the Group Policy Effective Date, you are eligible on that date.</p> <p>If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 8 consecutive weeks as a Member.</p>
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### PREMIUM CONTRIBUTIONS

Members:	Contributory
Dependents:	Contributory

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## SCHEDULE OF AD&D INSURANCE

Member: 1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$1,500,000. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

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:	50%
Children only:	15% for each Child
Spouse and Children:	40% for your Spouse 10% for each Child

The amount of Dependents AD&D Insurance for your Child may not exceed \$25,000.

## SCHEDULE OF ADDITIONAL AD&D INSURANCE

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 Benefit payable for that 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 Benefit payable for that Loss of life.

Repatriation Benefit: The expenses incurred to transport your body to a mortuary near your primary place of residence, reduced by the amount of the Repatriation Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 or 10% of the AD&D Insurance Benefit, whichever is less.

Career Adjustment Benefit: The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, reduced by the amount of the Career Adjust Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Child Care Benefit: The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, reduced by the amount of the Child Care Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

- Higher Education Benefit: The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, reduced by the amount of the Higher Education Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Public Transportation Benefit: The lesser of (1) \$200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for that Loss of life.

**AD&D TABLE OF LOSSES**

The amount payable is a percentage of the AD&D Insurance Benefits or the Dependents AD&D Insurance Benefits in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two or more of the Losses listed in b. and c. above	100%
e. Thumb and index finger of the same hand	25%*
f. Quadriplegia	100%**
g. Hemiplegia	50%**
h. Paraplegia	75%**

**No more than 100% of your AD&D Insurance Benefit will be paid for all Losses resulting from one accident.**

**\* No AD&D Insurance Benefits will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.**

**\*\* No AD&D Insurance Benefit will be paid for loss of function of a hand or foot if an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia or Paraplegia involving that same hand or foot.**

**REDUCTIONS IN INSURANCE**

Your insurance will not be reduced because of your age.

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## OTHER PROVISIONS

Annual Earnings based on:

Partners, L.L.C. Owner-Employees, Sole Proprietors, S-Corporation Shareholders and P.C. Partners: Annual compensation during the Employer's prior tax year (or the Policyholder's prior tax year if you are a P.C. partner).

All other Members: Earnings in effect on your last full day of Active Work.

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## ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan: AD&D Insurance

Name, Address of Plan Sponsor: Windstream Services, LLC  
4001 Rodney Parham Road  
Little Rock AR 72212

Plan Sponsor Tax ID Number: 20-0792300

Plan Number: 501

Type of Plan: Group Insurance Plan

Type of Administration: Contract Administration

If Legal Process Involves Claims  
For Benefits Under The Group  
Policy, Additional Notification of  
Legal Process Must Be Sent To: Standard Insurance Company  
1100 SW 6th Ave  
Portland OR 97204-1093

Sources of Contributions: Member

Funding Medium: Standard Insurance Company - Fully Insured

Plan Fiscal Year End: December 31



## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

If you or your Dependent have an accident, including accidental exposure to adverse weather conditions, while insured under the Group Policy and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

### B. Definition Of Loss

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand, coma and Quadriplegia, Hemiplegia or Paraplegia which meets all of the following requirements:

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

With respect to Loss of life, death will be presumed if you or your Dependent disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continued for a period of 365 days after the date of the accident, despite reasonable search efforts.

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

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight, as certified by a Diplomate of the American Board of Ophthalmology.

With respect to speech, Loss means entire and irrecoverable loss of audible speech, as certified by a Diplomate of the American Board of Otolaryngology.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears, as certified by a Diplomate of the American Board of Otolaryngology.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

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.

With respect to Quadriplegia, Hemiplegia or Paraplegia, Loss must be certified by a licensed medical professional to be permanent, complete, and irreversible.

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

### C. Amount Payable

The amount of AD&D Insurance Benefits is shown in the **Coverage Features**. The amount payable for certain Losses will differ.

#### D. Changes In AD&D Insurance Benefits

##### 1. Increases

You must apply in writing for any increase in AD&D Insurance Benefits. Subject to the **Active Work Provisions**, an increase in AD&D Insurance Benefits becomes effective as follows:

An increase in AD&D Insurance Benefits becomes effective on the first day of the calendar month coinciding with or next following the date you apply for the increase.

##### 2. Decreases

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

Any other decrease in AD&D Insurance Benefits becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder receives your written request for the decrease.

#### E. AD&D Insurance Exclusions

No AD&D Insurance Benefits are payable if the accident or Loss is caused or contributed to by any of the following:

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, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident or exposure.
6. Heart attack or stroke.
7. Medical or surgical treatment or diagnostic procedure for any of the above.

(WITH DEPS\_NO AIRCRFT EXCL\_QPLGIA\_HPLGIA\_PPLGIA\_REATTCHMNT) SA.AD.OT.1

### ADDITIONAL BENEFITS

#### Seat Belt Benefit

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

We will pay a Seat Belt Benefit if you or your Dependent meet all of the following requirements:

1. You or your Dependent die as a result of an Automobile accident for which AD&D Insurance Benefits are payable for Loss of life; and
2. You or your Dependent were wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

The Seat Belt Benefit will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

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

#### 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:

1. You or your Dependent die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of 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 or your Dependent were seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the respective Air Bag System deployed in the crash as evidenced by a police accident report.

The Air Bag Benefit will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits

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.

#### Repatriation Benefit

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

We will pay a Repatriation Benefit if all of the following requirements are met.

1. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of life.
2. You are on the date of death, more than 200 miles from the deceased's primary place of residence.
3. Expenses are incurred to transport the body to a mortuary near the deceased's primary place of residence.

The Repatriation Benefit will be paid to the person who incurred the transportation expenses.

#### Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

The Career Adjustment Benefit will be paid to your surviving Spouse. If you have no surviving

Spouse, no Career Adjustment Benefit will be paid.

#### Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

The Child Care Benefit will be paid to your surviving Spouse. If you have no surviving Spouse, no Child Care Benefit will be paid.

#### Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. On the date of your death the Child meets one of the following requirements:
  - a. Is registered and in full-time attendance at an accredited institution of higher education beyond high school.
  - b. The Child is in the last year of high school before graduation and within one year is registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3.a above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

#### Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features**.

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

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

Public Transportation Benefits will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits

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.

## Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features**.

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.

(WITH DEPS\_PUB TRANS\_OCC ASSLT) SA.BF.OT.1X

## WHEN AD&D INSURANCE BECOMES EFFECTIVE

### A. Becoming Insured For AD&D Insurance

The **Coverage Features** states whether your AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your AD&D Insurance becomes effective as follows:

#### 1. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

#### 2. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- a. The date you become eligible if you apply on or before that date.
- b. The date you apply, if you apply after you become eligible.

#### 3. Takeover Provision

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

### B. Becoming Insured For AD&D Insurance for your Dependents

#### 1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date you become eligible for AD&D Insurance.
- b. The date you first acquire a Dependent.

#### 2. Effective Date

The **Coverage Features** states whether AD&D Insurance for your Dependents is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance for your Dependents becomes effective as follows:

##### a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the later of:

- (i) The date your AD&D Insurance becomes effective.
- (ii) The date you first acquire a Dependent.

##### b. Contributory AD&D Insurance

Contributory AD&D Insurance becomes effective on the latest of:

- (i) The date your AD&D Insurance becomes effective.
- (ii) The date you become eligible to insure your Dependents if you apply on or before that date.
- (iii) The date you apply to insure your Dependents if you apply after you become eligible.

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

(WITH DEPS) SA.EF.OT.1

## **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance under the Group Policy, your insurance or increase in your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

SA.AW.OT.1

## **WHEN AD&D INSURANCE ENDS**

AD&D Insurance ends automatically on the earliest of the following:

1. The date the last period ends for which a premium was paid for your AD&D Insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your AD&D Insurance will be continued with payment of premium, during a leave of absence which is required by the federal or a state-mandated family or medical leave act or law, unless it ends under 1 through 3 above.

For your Spouse:

1. The date your AD&D Insurance ends.
2. The date of your divorce.

For your Child:

1. The date your AD&D Insurance ends.
2. The date your Child ceases to be a Child.

However, if your Child is Disabled on the day before AD&D Insurance would otherwise end because of the Child's age, AD&D Insurance will be continued with payment of premium, provided, you give us

satisfactory proof of Disability on our forms within 31 days after the date on which AD&D Insurance would otherwise end because of the Child's age.

At reasonable intervals thereafter, we may require further proof of Disability and have your Child examined at our expense.

For your Child who is Disabled:

1. The date your AD&D Insurance ends, or
2. The date your Child ceases to be Disabled, or
3. 90 days after the date we mail you a request for proof of continued Disability, if proof is not given.

(WITH DEPS) SA.EN.OT.1

### **REINSTATEMENT OF AD&D INSURANCE**

If your AD&D Insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If your AD&D Insurance ends because you cease to be a Member, and if you become a Member again within 13 weeks, the Eligibility Waiting Period will be waived.
2. If your AD&D 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, AD&D Insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

SA.RE.OT.1X

### **CONTINUATION OF AD&D INSURANCE FOR YOUR DEPENDENTS**

AD&D Insurance for your Dependents will continue without payment of premium for 5 months after the date of your death, unless it ends for any reason other than your death.

(WITH DEPS) SA.CD.OT.1

### **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.

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 90 days, benefits payable for coma will end.

#### **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. Which 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 satisfactory to us.

#### D. Investigation Of Claim

We may have you or your Dependent 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 immediately 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; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

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:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.
5. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim is denied on review.

#### 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 of the claim.

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. With respect to all claims, 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 an 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:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
4. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

(WITH DEPS) SA.LL.AR.1X

## ASSIGNMENT

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

SA.AW.OT.1

## BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

### A. Payment Of Benefits

AD&D Insurance Benefits payable because of your death or coma will be paid to the Beneficiary you name. Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change in condition. See B through E of this section.

AD&D Insurance Benefits payable because of Loss of life or coma of your 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. The brothers and sisters of the Dependent.
4. Your estate.

AD&D Insurance Benefits payable for Losses other than Loss of life 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.

Additional Benefits will be paid as follows:

The Career Adjustment Benefit will be paid to your surviving Spouse. No Career Adjustment Benefit will be paid if you have no surviving Spouse.

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no surviving Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

#### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing. Writing includes a form signed by you, or a verification from us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent, during your lifetime;
3. Must relate to the AD&D Insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to or, if a telephonic or electronic designation, verified by us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person 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. (See **Definitions**)

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 at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
- 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 the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

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## 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. Eligibility for insurance.
  - b. Entitlement to benefits.

- c. Amount of benefits payable.
- d. 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.

SA.AL.OT.1

### **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.

SA.TL.OT.1

### **INCONTESTABILITY PROVISIONS**

#### **A. Incontestability Of Insurance**

Any statement made to obtain or to increase insurance under the Group Policy 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.

We will not use a misrepresentation to reduce or deny a claim after the insurance under the Group Policy, for which such representation was made, has been in effect for two years, 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.

SA.IN.OT.1

### **CLERICAL ERROR, AGENCY, AND MISSTATEMENT**

#### **A. Clerical Error**

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

#### B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

#### C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

SA.CE.OT.1

### TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

SA.TA.OT.1

### DEFINITIONS

Annual Earnings means your annual rate of earnings as determined and reported to us by your Employer on your last full date of Active Work. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work, unless a different date applies (see the **Coverage Features**).

Child means:

1. Your child from live birth to age 26; or

2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child; or
- ii. Your stepchild, if living in your home.

Contributory means you pay all or part of the premium for insurance.

Dependent means your Spouse or Child. Dependent does not include a full-time member of the armed forces of any country. A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

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

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

Injury means an injury to your body.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

Noncontributory means the Policyholder pays the entire premium for insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

Physician means a licensed M.D. or D.O. acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

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

Prior Plan means your Employer's group accidental death and dismemberment insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is eligible for AD&D Insurance as a Member or a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

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## ERISA INFORMATION AND NOTICE OF RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA)

### A. General Plan Information

The General Plan Information required by ERISA is shown in the **Coverage Features**.

### B. Statement Of Your Rights Under ERISA

#### 1. Right To Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

#### 2. Right To Obtain Copies Of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

#### 3. Right To Receive A Copy Of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

#### 4. Right To Review Of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

### C. Obligations Of Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

### D. Enforcing ERISA Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### E. Plan And ERISA Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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