



The Lincoln National Life Insurance Company  
 A Stock Company Home Office Location: Fort Wayne, Indiana  
 Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066  
 (800) 423-2765 Online: www.LincolnFinancial.com

CERTIFIES THAT Group Policy Number LIFE-0000033002 has been issued to:  
 Boyd Independent School District  
 (The Group Policyholder)

Certificate of Group Insurance for Plan 1/Class 1

This Certificate, and any amendments which may be attached to it, contains the main provisions of the Policy. You are entitled to the benefits described in this Certificate only if You are eligible, become and remain insured under the provisions of the Policy. If You have enrolled for Dependents Insurance, Your Dependents are insured under this Certificate only if such Dependents are eligible for insurance under the Policy and the required Premium has been paid to keep the insurance in effect. This Certificate replaces any other certificates for the benefits described inside. If a change affecting this insurance is made, an amendment or a new certificate will be issued to describe the change.

PRESIDENT

**READ YOUR CERTIFICATE CAREFULLY**

**Insurance benefits may be subject to certain requirements, reductions, limitations, and exclusions.**

**THE ACCELERATED DEATH BENEFIT OFFERED UNDER THE POLICY MAY OR MAY NOT QUALIFY FOR FAVORABLE TAX TREATMENT UNDER THE INTERNAL REVENUE CODE OF 1986. WHETHER SUCH BENEFITS QUALIFY DEPENDS ON FACTORS SUCH AS YOUR LIFE EXPECTANCY AT THE TIME BENEFITS ARE ACCELERATED OR WHETHER YOU USE THE BENEFITS TO PAY FOR NECESSARY LONG-TERM CARE EXPENSES, SUCH AS NURSING HOME CARE. IF THE ACCELERATED DEATH BENEFITS QUALIFY FOR FAVORABLE TAX TREATMENT, THE BENEFITS WILL BE EXCLUDABLE FROM YOUR INCOME AND NOT SUBJECT TO FEDERAL TAXATION. TAX LAWS RELATING TO ACCELERATED DEATH BENEFITS ARE COMPLEX. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR ABOUT CIRCUMSTANCES UNDER WHICH YOU COULD RECEIVE ACCELERATED DEATH BENEFITS EXCLUDABLE FROM INCOME UNDER FEDERAL LAW.**

**DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR AND WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE.**

**WORKERS' COMPENSATION INSURANCE NOTICE. THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

**CERTIFICATE OF GROUP INSURANCE  
 PROVIDING  
 TERM LIFE INSURANCE  
 DEPENDENT LIFE INSURANCE  
 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
 DEPENDENT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

## Have a complaint or need help?

## ¿Tiene una queja o necesita ayuda?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't you may lose your right to appeal.

### **The Lincoln National Life Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Client Services at 1-800-423-2765**

Email: [gpcomplaints@lfg.com](mailto:gpcomplaints@lfg.com)

Mail: Group Insurance Service Office  
8801 Indian Hills Drive  
Omaha, NE 68114-4066

### **Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091  
Austin, TX 78714-9091

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### **The Lincoln National Life Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a:**

**Client Services al 1-800-423-2765**

Correo electrónico: [gpcomplaints@lfg.com](mailto:gpcomplaints@lfg.com)

Dirección postal:

Group Insurance Service Office  
8801 Indian Hills Drive  
Omaha, NE 68114-4066

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico:

[ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box  
149091, Austin, TX 78714-9091

## TABLE OF CONTENTS

<b>Schedule of Benefits</b> .....	<b>5</b>
Certificate Schedule of Benefits.....	5
Life Insurance Schedule of Benefits.....	7
AD&D Insurance Schedule of Benefits.....	9
<b>Eligibility and Effective Dates</b> .....	<b>12</b>
Eligibility and Effective Dates for Your Insurance.....	12
Eligibility and Effective Dates for Your Dependent Insurance.....	14
<b>Prior Insurance Credit</b> .....	<b>16</b>
<b>Life Insurance</b>	
<b>Life Insurance Benefit</b> .....	<b>17</b>
<b>Conversion Privilege</b> .....	<b>18</b>
<b>Accelerated Death Benefit</b> .....	<b>20</b>
<b>Waiver of Premium</b> .....	<b>22</b>
<b>AD&amp;D Insurance</b>	
<b>AD&amp;D Insurance Benefit</b> .....	<b>25</b>
<b>Voluntary Enhanced AD&amp;D Insurance Benefits</b>	
<b>Scheduled Loss Benefits</b> .....	<b>26</b>
<b>Safety Benefit</b> .....	<b>26</b>
Safe Driver Benefit.....	26
<b>Other Certificate Provisions</b>	
<b>Limitations and Exclusions</b> .....	<b>27</b>
Accidental Death and Dismemberment Limitations and Exclusions.....	27
<b>Claim Procedures</b> .....	<b>28</b>
Claim Procedures for Life Insurance.....	28
Claim Procedures for Accidental Death & Dismemberment Insurance.....	28
<b>Assignments</b> .....	<b>33</b>
<b>Beneficiary</b> .....	<b>34</b>
<b>Termination of Life and AD&amp;D Insurance</b> .....	<b>35</b>
Termination for Your Life and AD&D Insurance.....	35
Termination for Your Dependent Insurance.....	36

**TABLE OF CONTENTS**  
**(Continued)**

<b>Continuation Rights</b> .....	<b>37</b>
Continuation Rights for You.....	37
Continuation Rights for Surviving Dependents.....	38
<b>Portability</b> .....	<b>39</b>
Portability for You.....	39
Dependent Portability.....	40
<b>General Provisions</b> .....	<b>42</b>
<b>Definitions</b> .....	<b>44</b>
General Definitions.....	44
Life Insurance Definitions.....	48
AD&D Insurance Definitions.....	49
<b>Notice</b> .....	<b>51</b>

**Boyd Independent School District  
LIFE-0000033002**

**SCHEDULE OF BENEFITS**

**For  
Plan 1 - Voluntary Life & AD&D Class 1 –  
All Full-Time and Regular Part-Time Employees**

**Group Policy Effective Date:** September 1, 2021

**Group Policy Number:** LIFE-0000033002

**Eligible Class:** Class 1 - All Full-Time and Regular Part-Time Employees

**Insurance Month Period:** A period beginning on the first Day of any calendar month and ending on the last Day of the same calendar month.

**Eligibility Waiting Period:** (For Date insurance begins, refer to "Effective Dates" section.)

Voluntary Life Insurance:

None

**Open Enrollment Period:** 62 Days (See Your Employer for the Dates of the Enrollment Period)

**Minimum Full-Time Hours:** 17.5 hours per week

**Minimum Part-Time Hours:** 17.5 hours per week

**Dependent Child Age:** 1 Days to 26 years

Refer to the Eligibility and Effective Dates for Dependent Life and AD&D Insurance provision for more information.

**Facility of Payment Amount:** \$250

**Prior Insurance Credit:** Included

Refer to the Prior Insurance Credit provision for more information.

**Conversion Privilege:**

Conversion Amount: Not more than the amount of insurance which is terminating.

Conversion Amount for Policy Amendment or Termination: \$10,000

Refer to the Conversion provision for more information.

**Accelerated Death Benefit:**

Terminal Condition Period: 12 months

Minimum Amount: 10% or \$10,000 (whichever is greater)

Maximum Amount: 75% or \$250,000 (whichever is less)

Increments Available for Amount: \$1,000

Refer to the Accelerated Death Benefit provision for more information.

**Waiver of Premium:**

Maximum Qualifying Age: 60 years

Qualifying Period: six months

Maximum Waiver of Premium Duration: To SSNRA

Refer to the Waiver of Premium provision for more information.

**Boyd Independent School District  
LIFE-0000033002**

**SCHEDULE OF BENEFITS  
(Continued)**

**For  
Plan 1 - Voluntary Life & AD&D Class 1 –  
All Full-Time and Regular Part-Time Employees**

**Continuation Rights Included:**

- Family or Medical Leave: three Calendar Months
- Military Leave: three Calendar Months
- Disability: 12 Calendar Months
- Other Leave of Absence: three Calendar Months
- Labor Dispute: six Calendar Months
- Lay Off: three Calendar Months

Refer to the Continuation Rights provision for more information.

**Portability:**

Portability for You

Request Period: 31 Days

Maximum Amount: Your Combined Life Insurance and Dependent Life Insurance Amounts or \$500,000 (whichever is less)

Maximum Portability Duration: To SSNRA

Refer to the Portability provision for more information.

**Social Security Normal Retirement Age (“SSNRA”) Table for Waiver of Premium and Portability:** The following table applies when Waiver of Premium or Portability terminates at SSRNA.

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 – 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

**Note:** Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

**Basic Annual Earnings** is Your annual base salary or annualized hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, taxable fringe benefits, commissions in excess of the target incentive sales amount or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer’s financial records or the amount for which Premium has been paid, whichever is less.

**Boyd Independent School District  
LIFE-0000033002**

**SCHEDULE OF BENEFITS  
(Continued)**

**For  
Plan 1 Class 1 –  
All Full-Time and Regular Part-Time Employees**

**LIFE INSURANCE**

**Effect of Exercising the Conversion Privilege or the Accelerated Death Benefit.** The amount of Your and Your Dependent's Voluntary Life Insurance under this Certificate will be reduced by:

- (1) the amount of any Life Insurance in effect as a result of exercising the Conversion Privilege;  
and
- (2) any amount received as a result of exercising the Accelerated Death Benefit.

**Contributions.** You are required to contribute to the cost of:

- (1) Voluntary Life Insurance;
- (2) Voluntary Spouse and Child Life Insurance.

See Employer or Summary Plan Description for contribution (levels or amounts).

**Enrollment Requirements.** You must be enrolled for:

- (1) Voluntary Life Insurance to elect Voluntary Spouse Life Insurance; and
- (2) Voluntary Life Insurance to elect Voluntary Child Life Insurance.

**Benefit Amounts**

**Maximum Amounts.** Dependent Life Insurance may not exceed 50% of Your amount of Voluntary Life Insurance under the Certificate.

**Your Life Insurance:**

Voluntary Insurance Amount: You may elect Life Insurance in any \$10,000 increment, subject to a maximum of five times Basic Annual Earnings. Insurance is subject to a minimum of \$10,000 and an overall maximum of \$500,000.

**Your Dependent Insurance:**

Spouse or Life Partner

Voluntary Insurance Amount: You may elect Spouse or Life Partner Life Insurance in any \$5,000 increment. Insurance is subject to a minimum of \$5,000 and an overall maximum of \$250,000, not to exceed 50% of Your insured amount.

Child

Voluntary Insurance Amount (1 Days of Age or Older):

Flat Dollar Options  
Option 1:

Benefit Amount  
10,000

**Guaranteed Issue Amounts:**

**Voluntary Insurance Amount for You:**

Guaranteed Issue Initial Amount: \$150,000

**Voluntary Insurance Amount for Your Spouse or Life Partner:**

Guaranteed Issue Initial Amount: \$50,000

**Boyd Independent School District  
LIFE-0000033002**

**SCHEDULE OF BENEFITS  
(Continued)**

**For  
Plan 1 Class 1 –  
All Full-Time and Regular Part-Time Employees**

**Reductions.** Your Voluntary Life Insurance will be reduced to a percentage of its original amount when You reach specific ages. The amount will be reduced to:

- (1) 50% at age 70.

Your reduced amount will be rounded to the next higher \$1.

Your Spouse

or Life Partner's Voluntary Life Insurance is reduced to a specific amount based on Your age.

The amount will be reduced to:

- (1) \$0 at age 70.

Your Spouse or Life Partner's reduced amount will be rounded to the next higher \$1.

Enrolling for Life Insurance for the first time at age 70 or older will result in any age reductions being applied to the maximum amount of insurance shown in the Schedule of Benefits.

**Evidence of Insurability**

**Evidence of Insurability for Life Insurance.** Evidence of Insurability must be submitted to Us as described in this section. Insurance that requires Evidence of Insurability will not be effective until We approve it in writing. Refer to the Eligibility and Effective Dates provision for more information.

**Your Insurability.** You must submit Evidence of Insurability to Us for approval when:

- (1) Your Voluntary Insurance Amount exceeds the Guaranteed Issue Amount (shown in the Schedule of Benefits) at initial enrollment;
- (2) Your Voluntary Insurance Amount increases after the initial enrollment, subject to the Automatic Increases exception;
- (3) You elect to increase Your Voluntary Life Insurance Amount by more than 2 Benefit Increments, or to an amount that exceeds the Guaranteed Issue Amount (shown in the Schedule of Benefits) during an Open Enrollment period;
- (4) You enroll for any Insurance Amount more than 31 Days after becoming eligible; and
- (5) any amount of insurance has been previously declined or is pending underwriting review.

**Your Spouse's or Life Partner's Insurability.** Your Spouse or Life Partner must submit Evidence of Insurability to Us for approval when:

- (1) the Voluntary Spouse or Life Partner Insurance Amount exceeds the Guaranteed Issue Amount (shown in the Schedule of Benefits) at initial enrollment;
- (2) the Voluntary Spouse or Life Partner Insurance Amount increases after the initial enrollment;
- (3) You elect to increase the Basic or Voluntary Spouse or Life Partner Life Insurance Amount by more than 2 Benefit Increments, or to an amount that exceeds the Guaranteed Issue Amount (shown in the Schedule of Benefits) during an Open Enrollment period;
- (4) You enroll for any Spouse or Life Partner Insurance Amount more than 31 Days after becoming eligible; and
- (5) any amount of insurance has been previously declined or is pending underwriting review.



**Boyd Independent School District  
LIFE-0000033002**

**SCHEDULE OF BENEFITS  
(Continued)**

**For  
Plan 1 Class 1 –  
All Full-Time and Regular Part-Time Employees**

**AD&D INSURANCE**

**Occupational Insurance.** Occupational AD&D Losses are covered by this Certificate.

**Contributions.** You are required to contribute to the cost of:

- (1) Voluntary AD&D Insurance; and
- (2) Voluntary Spouse AD&D Insurance.

**Enrollment Requirements.** You must be enrolled for Voluntary AD&D Insurance to elect Voluntary Spouse AD&D Insurance.

**Principal Sum**

**Maximum Amounts.** Your Dependent AD&D Insurance may not exceed 50% of Your amount of AD&D Insurance under this Certificate.

**Your AD&D Insurance:**

Voluntary Insurance Amount: You may elect AD&D Insurance in any \$10,000 increment, subject to a maximum of five times Basic Annual Earnings. Insurance is subject to a minimum of \$10,000, and an overall maximum of \$500,000.

**Your Dependent AD&D Insurance:**

Spouse or Life Partner

Voluntary Insurance Amount: You may elect Spouse or Life Partner AD&D Insurance in any \$5,000 increment, subject to a maximum of five times Your Basic Annual Earnings. Insurance is subject to a minimum of \$5,000, and an overall maximum of \$250,000, not to exceed 50% of Your insured amount.

**Reductions.** Your Voluntary AD&D Insurance will be reduced to a percentage of its original amount when You reach specific ages. The amount will be reduced to:

- (1) 50% at age 70.

Your reduced amount will be rounded to the next higher \$1.

**Boyd Independent School District  
LIFE-0000033002**

**SCHEDULE OF BENEFITS  
(Continued)**

**For  
Plan 1 Class 1 –  
All Full-Time and Regular Part-Time Employees**

**AD&D INSURANCE BENEFIT AMOUNTS**

**Voluntary Standard Benefits and Benefit Amounts**

**Scheduled Losses**

**Loss of Life**

100% of the Principal Sum

**Severe Dismemberment**

Loss of Sight in Both Eyes	100% of the Principal Sum
Loss of Hearing in Both Ears	100% of the Principal Sum
Loss of Speech	100% of the Principal Sum
Loss of Both Arms and Both Legs	100% of the Principal Sum
Loss of Both Arms	100% of the Principal Sum
Loss of Both Legs	100% of the Principal Sum
Loss of Arm and Leg	100% of the Principal Sum

**Dismemberment**

Loss of Hand	50% of the Principal Sum
Loss of Foot	50% of the Principal Sum
Loss of Arm	50% of the Principal Sum
Loss of Leg	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum

**Boyd Independent School District  
LIFE-0000033002**

**SCHEDULE OF BENEFITS  
(Continued)**

**For  
Plan 1 Class 1 –  
All Full-Time and Regular Part-Time Employees**

**Voluntary Enhanced Benefits and Benefit Amounts**

**Safety Benefits**

Safe Driver Benefit  
Seat Belt

\$10,000 or 10% of Your or Your Insured  
Dependent's Principal Sum, whichever is less.

**ELIGIBILITY AND EFFECTIVE DATES**  
**For**  
**Your Life and AD&D Insurance**

**ELIGIBLE CLASSES.** The classes eligible for insurance are shown in the Schedule of Benefits. We have the right to review and terminate any and all eligible classes if any class ceases to be insured by the Policy.

**ELIGIBILITY.** You become eligible for insurance provided by the Policy on the later of:

- (1) the Group Policy's Effective Date; or
- (2) the Date You complete the Eligibility Waiting Period shown in the Schedule of Benefits.

**Prior Service Credit Towards Eligibility Waiting Period.** Prior service in an Eligible Class will apply toward the Eligibility Waiting Period on return:

- (1) from an approved Family or Medical Leave within:
  - (a) the period required by federal law; or
  - (b) any longer period required by a similar state law; or
- (2) from a Military Leave within the period required by federal USERRA law.

**ENROLLMENT.** You may enroll for Life and AD&D Insurance:

- (1) within 31 Days of the Date You are first eligible; or
- (2) within 31 Days following a qualifying Change In Family Status.

Refer to the Schedule of Benefits for Evidence of Insurability requirements.

**EFFECTIVE DATES.** Life and AD&D Insurance becomes effective on the latest of:

- (1) the Date You become eligible for the insurance;
- (2) the Date You resume Active Work, if not Actively at Work on the Day You become eligible;
- (3) the Date You enroll for Life and AD&D Insurance, and if the Insured contributes to the cost of the Life and AD&D Insurance, You sign:
  - (a) payroll deduction order; or
  - (b) an order to pay Premiums from Your Section 125 Plan; and the required Premium is paid to Us; or
- (4) the Date We approve Your Evidence of Insurability, if required. (Refer to the Schedule of Benefits for more information.)

For purposes of this section, You are deemed Actively at Work if:

- (1) You are not totally disabled, Hospital or health care facility confined on the Date Your insurance would otherwise become effective; and
- (2) You were Actively at Work on the Day prior to the Date Your insurance would otherwise become effective.

**Effective Date of Increases.** Any increase in insurance or benefits becomes effective at 12:01 a.m. on the latest of:

- (1) the first day of the insurance month following the date on which You become eligible for the increase, if Actively at Work on that Day;
- (2) the first day of the insurance month following the date a qualifying Change in Family Status, if Actively at Work on that Day;
- (3) the Day You resume Active Work, if not Actively at Work on the Day the increase would otherwise take effect; or
- (4) the date We approve any required Evidence of Insurability. (Refer to the Schedule of Benefits for more information.)

**Effective Date of Decreases.** Any decrease will take effect on the date of the change, whether or not You are Actively at Work.

**ELIGIBILITY AND EFFECTIVE DATES**  
**For**  
**Your Life and AD&D Insurance**  
**(Continued)**

**Effective Date for Change in Eligible Class.** You may become a member of a different Eligible Class. Except as stated in the Effective Date provision for increases or decreases, insurance under the different Eligible Class will be effective on the first day of the insurance month coinciding with or next following the date of the change.

**ELIGIBILITY AND EFFECTIVE DATES**  
**For**  
**Dependent Life and AD&D Insurance**

**ELIGIBILITY.** You must be insured for Life and AD&D Insurance to insure Your Dependents. You become eligible for Dependent Insurance on the later of:

- (1) the Date You become eligible for Life and AD&D Insurance;
- (2) the Group Policy Effective Date; or
- (3) the Date You first acquire a Dependent.

**ENROLLMENT.** Dependents to be insured by this Certificate must be enrolled in the same plan of benefits as You. You may enroll for Dependent Life and AD&D Insurance:

- (1) when You are first eligible for Dependent Life and AD&D Insurance; or
- (2) within 31 Days following a qualifying Change in Family Status.

Refer to the Schedule of Benefits for Evidence of Insurability requirements.

**EFFECTIVE DATES.** Your Dependent Life and AD&D Insurance will become effective on the later of:

- (1) the first Day of the Insurance Month following the Date You become eligible for Dependent Life and AD&D Insurance; or
- (2) the Date You enroll for Dependent Life and AD&D Insurance, and if You contribute to the cost of the Dependent Life and AD&D Insurance, You sign:
  - (a) a payroll deduction order; or
  - (b) an order to pay Premiums from Your Section 125 Plan and the additional Premium is paid to Us; or
- (3) the Date We approve any Evidence of Insurability for all of Your Dependents, if required. (Refer to the Schedule of Benefits for more information.)

**New Dependents.** If additional Premium is required to add a new Dependent, insurance for the new Dependent will become effective on the Date the Dependent is acquired, provided:

- (1) You complete a written application; and
- (2) a payroll deduction order or Section 125 Plan election is made, and the additional Premium is paid to Us;

within 31 Days of the Date the Dependent is acquired.

If additional Premium is not required, coverage for a new Dependent will become effective on the Date the Dependent is acquired.

**Delayed Effective Date.** The Effective Date for a Dependent will be delayed if, on the Date his or her insurance would otherwise become effective, he or she is:

- (1) hospitalized;
- (2) under a Physician's care, and is:
  - (a) unable to independently perform the normal and customary activities of a person of like age, in good health; or
  - (b) confined to a home or other residence; or
- (3) receiving or applying to receive disability benefits from any source.

The insurance will take effect when the Dependent:

- (1) is no longer hospitalized, under a Physician's care, or receiving or applying for disability benefits; and
- (2) resumes all the normal and customary activities of a person of like age, in good health, for at least 14 consecutive Days.

**ELIGIBILITY AND EFFECTIVE DATES**  
**For**  
**Dependent Life and AD&D Insurance**  
**(Continued)**

The Delayed Effective Date will not apply to:

- (1) a newborn Child;
- (2) a disabled Child who satisfies the definition of a Dependent Child; or
- (3) a Dependent that was covered by a Prior Plan, unless there is an increase in the amount of the Dependent's insurance.

**EXCEPTIONS.** The following exceptions apply to the Eligibility and Effective Dates for Your Dependent Life and AD&D Insurance.

**Disabled Children.** Your Child may be insured after the maximum Dependent Child Age shown in the Schedule of Benefits if he or she is continuously unable to earn a living because of a physical or mental disability, and is chiefly dependent on You for support and maintenance. The Child must be insured by this Certificate on the Day before insurance would otherwise end due to his or her age. Proof of the total disability must be sent to Us:

- (1) within 31 Days of the Day insurance would otherwise end due to age; and
- (2) thereafter, when We request (but not more than once every two years).

**Court Ordered Insurance.** If Life and AD&D Insurance is provided to a Child based on a court order which requires You to provide Life and AD&D Insurance benefits for the Child, the insurance will become effective on the Date stated in the court order, subject to:

- (1) any eligibility and Evidence of Insurability requirements set forth in the Policy; and
- (2) payment of any additional Premium.

**Newborn Children.** If You acquire a newborn Dependent child, the child will be insured automatically for the first 31 Days following birth. If You have no other Children enrolled for Dependent Insurance under the Certificate, and You do not elect to enroll the newborn child and pay any additional Premium within 31 Days following birth, the newborn child's insurance will terminate.

**Newly Adopted Children.** If You adopt a child, the child will be insured automatically for the first 31 Days following the earliest of:

- (1) the Date of birth, if the adoption petition is filed within 31 Days of the child's birth;
- (2) the Date of placement, if the adoption petition is filed more than 31 Days from the child's birth;
- (3) the Date of entry of an order granting You custody of the child; or
- (4) the effective Date of adoption.

If You have no other Children enrolled for Dependent Insurance under this Certificate, and You do not elect to enroll the adopted child and pay any additional Premium within 31 Days after his or her insurance begins, the adopted child's insurance will terminate.

**REINSTATEMENT OF DEPENDENT INSURANCE.** If You Reinstate Your Insurance in accordance with the Reinstatement Rights section of the Eligibility and Effective Dates for Your Life and AD&D Insurance provision, You may also Reinstate Dependent Insurance at the same time.

**PRIOR INSURANCE CREDIT**  
**For**  
**Group Life and AD&D Insurance**

**PRIOR INSURANCE CREDIT.** This Prior Insurance Credit provision prevents loss of any Qualifying Insurance that could otherwise occur solely because of a transition between insurance carriers. The following Prior Insurance Credit will apply and provide continuity of coverage when the Policy replaces a Prior Plan.

**Actively at Work on the Replacement Date.** Subject to payment of Premiums, this Certificate will provide insurance for a person who:

- (1) was insured under the Prior Plan on its termination Date; and
- (2) is Actively at Work in an eligible class on the Replacement Date.

The person will be insured under this Certificate on the Replacement Date for the amount of group insurance as described in the Schedule of Benefits.

**Not Actively at Work on the Replacement Date.** Subject to payment of Premiums, this Certificate will provide insurance for a person who:

- (1) was insured under the Prior Plan on its termination Date;
- (2) is otherwise a member of an eligible class, but is not Actively at Work due to Sickness or Injury on the Replacement Date; and
- (3) is not entitled to or has not qualified for any extension of insurance under the Prior Plan.

The person will be insured under this Certificate on the Replacement Date for the lesser of:

- (1) the amount of group insurance for which the person was insured under the Prior Plan on its termination Date; or
- (2) the amount of group insurance available to the person under this Certificate if the person were Actively at Work.

The amount of group insurance may not be increased.

**Qualifying Insurance.** For purposes of the Prior Insurance Credit, Qualifying Insurance is:

- (1) Your Life and AD&D Insurance; and
- (2) Dependent Life and AD&D Insurance.

**EFFECTIVE DATE.** Insurance for a person who is eligible for Prior Insurance Credit will become effective on the Group Policy Effective Date .

**TERMINATION OF PRIOR INSURANCE CREDIT.** The insurance under the Prior Insurance Credit provision will remain in effect until the earliest of:

- (1) the Date You return to Active at Work in an eligible class;
- (2) the Date group insurance would otherwise end under this Certificate;
- (3) the Date Your group insurance under the Prior Plan would have terminated for any reason other than the replacement of the Prior Plan;
- (4) the Date You are approved for an extension of group insurance without Premium payment under the terms of the Prior Plan; or
- (5) if the Prior Plan provided for extension of group insurance without Premium payment and You were not approved for the benefit, the last Day of the 12 month period following the Replacement Date.

A person whose coverage under this provision terminates may be eligible for the Conversion Privilege under this Certificate.



## **LIFE INSURANCE BENEFIT**

**LIFE INSURANCE BENEFIT.** We will pay a Life Insurance benefit if You or Your Insured Dependent dies while insured under this Certificate, and We receive satisfactory proof of Your or Your Insured Dependent's death. The Life Insurance benefit will be paid in a lump sum.

**AMOUNT OF THE BENEFIT.** The amount of the Life Insurance benefit is shown in the Schedule of Benefits. This benefit will be paid in addition to all other benefits payable under this Certificate.

**LIMITATIONS AND EXCLUSIONS.** Life Insurance benefits will not be payable for any death excluded under the Limitations and Exclusions for Life Insurance.

**CONVERSION PRIVILEGE**  
For Class 1/Plan 1

**CONVERSION PRIVILEGE.** The Conversion Privilege allows You to purchase an individual insurance policy to replace Qualifying Insurance which is ending or reducing under the Policy. This individual insurance is known as a conversion policy. Evidence of Insurability is not required to purchase a conversion policy.

**Purchasing a Conversion Policy.** You may purchase a conversion policy for You or Your Dependents when all or any part of any Qualifying Insurance shown below ends or reduces for any reason other than Your request for:

- (1) termination of insurance; or
- (2) cancellation of Your payroll deduction order.

If Qualifying Insurance ends or reduces due to amendment or termination of the Policy, a conversion policy may be purchased only if You or Your Insured Dependent has been insured continuously for at least five years under the Policy. For purposes of establishing continuous insurance, We will also consider time You and Your Dependent were insured under any Prior Plan.

Your Insured Dependent may purchase a conversion policy for him or herself when the Dependent Qualifying Insurance ends due to:

- (1) Your death or divorce; or
- (2) ceasing to be a Dependent Child.

**Qualifying Insurance.** For purposes of the Conversion Privilege, Qualifying Insurance is:

- (1) Your Life Insurance; and
- (2) Dependent Life Insurance.

**AMOUNT OF THE BENEFIT.** The amount of the conversion policy the Conversion Privilege allows for is determined as follows.

**Your Amounts.** The amount of the conversion policy available to You may not exceed the Conversion Amount shown in the Schedule of Benefits. If conversion becomes available due to amendment or termination of the Policy, the amount available may not exceed the lesser of:

- (1) the Conversion Amount for Policy Amendment or Termination shown in the Schedule of Benefits; or
- (2) the amount of insurance which ends, less the amount of any group life insurance for which the person becomes eligible within 31 Days after the termination.

**Dependent Amount.** The amount of the conversion policy available for a Dependent to purchase when his or her Qualifying Insurance terminates may not exceed the amount of the insurance which ended.

**PREMIUM AND APPLYING FOR THE BENEFIT.** To purchase a conversion policy, application must be made to Us within 31 Days after insurance ends.

Payment of the first Premium must be made to Us within 31 Days of the Date it becomes due. Premiums for the conversion policy will be based on Your or Your Dependent's class of risk and attained age on the effective date of the conversion policy.

**TYPE OF CONVERSION POLICY.** The conversion policy will be:

- (1) on any form We customarily offer for the purpose of conversion at the time of conversion, and at the age and amount applied for, other than individual term life insurance;
- (2) issued at the person's age at nearest birthday; and
- (3) issued without disability or other supplemental benefits.

**NOTICE OF RIGHT TO CONVERT.** When insurance ends, the Group Policyholder will provide You written notice of the right to convert.

## **CONVERSION PRIVILEGE**

**(Continued)**

For Class 1/Plan 1

If written notice is not given to You at least 15 Days before the end of the 31 Day conversion period, an additional period in which to convert will be granted. Any extension of the conversion period will expire on the earliest of:

- (1) 15 Days after You are given the written notice; or
- (2) 60 Days after the end of the 31 Day conversion period, even if You are never given such notice.

**EFFECTIVE DATE.** The conversion policy will take effect on the later of:

- (1) its issue Date; or
- (2) 31 Days after the Date the insurance being converted ended.

**DEATH DURING THE CONVERSION PERIOD.** If You or Your Insured Dependent are entitled to purchase a conversion policy and death occurs during the 31 Day conversion period, We will pay the insurance that could have been converted even if no one applied for the conversion policy. If the first Premium was paid for the conversion policy, the amount of the Premium will be refunded and the conversion policy will be void.

No death benefit will be payable under the Policy after the 31 Day conversion period has expired even though the right to convert may be extended.

**ACCELERATED DEATH BENEFIT**  
For Class 1/Plan 1

**NOTE: THIS IS NOT A LONG-TERM CARE POLICY. RECEIVING THIS ACCELERATED DEATH BENEFIT WILL REDUCE THE BENEFIT PAYABLE AT DEATH. RECEIPT OF AN ACCELERATED DEATH BENEFIT PAYMENT MAY BE TAXABLE INCOME, SO YOU SHOULD CONSULT A TAX ADVISOR BEFORE APPLYING FOR THIS BENEFIT.**

**ACCELERATED DEATH BENEFIT.** This benefit allows You to receive an advance lump sum payment of all or any part of the Claimant's Qualifying Insurance shown below, while living. The Accelerated Death Benefit is payable following a diagnosis by a Physician that the Claimant has a terminal condition which, despite appropriate medical treatment, is reasonably expected to result in death within the period shown in the Schedule of Benefits.

You are eligible for the Accelerated Death Benefit if You are insured under the Policy, and satisfy the Active Work requirement. You must have at least \$2,000 of Qualifying Insurance under the Policy on the Day before the Accelerated Death Benefit is paid.

Your Insured Dependent is eligible for the Accelerated Death Benefit if he or she is insured under the Policy and satisfies the Policy's Delayed Effective Date requirements. The Dependent Claimant must have at least \$2,000 of Qualifying Insurance under the Policy on the Day before the Accelerated Death Benefit is paid.

**Qualifying Insurance.** For purposes of the Accelerated Death Benefit, Qualifying Insurance is:

- (1) Your Life Insurance; and
- (2) Dependent Life Insurance.

**AMOUNT OF THE BENEFIT.** The Accelerated Death Benefit is payable once during the Claimant's lifetime. The amount of the Accelerated Death Benefit, is the lesser of the Claimant's amount of Qualifying Insurance which:

- (1) is in force on the Day before the Accelerated Death Benefit is paid; or
- (2) would be in force 12 months after that Date, if the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

The amount of insurance You may elect to receive is subject to the minimum and maximum amounts shown in the Schedule of Benefits.

**PREMIUM.** There is no additional charge for the Accelerated Death Benefit. Continuation of the Remaining Life Insurance is subject to timely payment of the Premium for the reduced amount, unless You qualify for Waiver of Premium, if included.

**NOTIFYING US AND CONSENT.**

**Proof of Terminal Condition.** You (or Your legal representative) must send Us:

- (1) written election of the Accelerated Death Benefit, on forms We supply; and
- (2) satisfactory proof that the Claimant has been diagnosed with a terminal condition, including a Physician's written statement and any related medical records We request.

We reserve the right to decide whether such proof is satisfactory.

**Consent to Accelerate.** Before paying an Accelerated Death Benefit, We must also receive the written consent of any interested irrevocable beneficiary, assignee, or bankruptcy court. We must receive Your written consent before paying an Accelerated Death Benefit for a Spouse, Life Partner, or Dependent Child. (See Exclusions 3, 4, 5, and 6.)

**TIME OF PAYMENT.** We will pay the Accelerated Death Benefit immediately when We receive all due written proof.

## **ACCELERATED DEATH BENEFIT**

**(Continued)**

For Class 1/Plan 1

When an Accelerated Death Benefit is paid, the Claimant will receive a notice which specifies:

- (1) the amount of benefits paid;
- (2) the effect of the Accelerated Death Benefit payment on the death benefit face amount, specified amount, future charges, and future Premiums; and
- (3) the amount of Remaining Life Insurance.

**ADMINISTRATIVE CHARGE.** There is no administrative charge for this benefit.

**FEE.** There is no fee for this benefit.

### **EFFECT ON OTHER INSURANCE.**

**Life Insurance.** Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Life Insurance Benefit payable at death. When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the Date of death will be paid as a Life Insurance Benefit. This payment constitutes full settlement of the contract.

Payment of the Life Insurance Benefit is subject to the provisions of the Policy, including the Beneficiary and Claim Procedures provisions. If the Claimant dies after applying for an Accelerated Death Benefit, but before We make payment, the request will be void and no Accelerated Death Benefit will be paid.

**Accidental Death and Dismemberment Insurance.** The Accidental Death and Dismemberment Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

**Conversion Privilege.** If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance.

**EFFECT ON TAXES AND GOVERNMENT BENEFITS.** Any Accelerated Death Benefit amount paid may be taxable income to You. Receiving the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income, and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. We are not responsible for any tax owed or government benefit denied as a result of the Accelerated Death Benefit payment.

**LIMITATIONS AND EXCLUSIONS.** No Accelerated Death Benefit will be paid:

- (1) if any required Premium is due and unpaid, subject to the Policy's Grace Period;
- (2) on any conversion policy purchased in accordance with the Conversion Privilege;
- (3) without the written approval of the bankruptcy court, if You have filed for bankruptcy;
- (4) without the written consent of the beneficiary, if You have named an irrevocable beneficiary;
- (5) without Your written consent, if the Claimant is Your Spouse or Life Partner, or Dependent Child;
- (6) without the written consent of the assignee, if You have assigned Your rights under the Policy;
- (7) if any part of the Life Insurance must be paid to Your child, spouse or former spouse, pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (8) if the Claimant has been diagnosed with a terminal condition due to a suicide attempt, while sane or insane, or due to an intentionally self-inflicted injury;
- (9) if a government agency requires You or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement; or
- (10) if an Accelerated Death Benefit has been previously paid for the Claimant under the Policy.

**WAIVER OF PREMIUM BENEFIT**  
For Class 1/Plan 1

**WAIVER OF PREMIUM BENEFIT.** This benefit allows You to continue insurance **without payment of Premiums** in the event of Your Total Disability. We will waive the Premium from the first Premium due Date following the satisfaction of the Qualifying Period shown in the Schedule of Benefits until the Date of Termination for this benefit. To be eligible for the Waiver of Premium benefit, You must:

- (1) become Totally Disabled before exceeding the Maximum Qualifying Age shown in the Schedule of Benefits;
- (2) remain Totally Disabled for at least the Qualifying Period shown in the Schedule of Benefits; and
- (3) submit proof of Your Total Disability to Us.

**Qualifying Insurance.** For purposes of the Waiver of Premium benefit, Qualifying Insurance is:

- (1) Your Life and AD&D Insurance; and
- (2) Dependent Life and AD&D Insurance.

**AMOUNT OF THE BENEFIT.** The amount of the Waiver of Premium benefit equals the amount of any Qualifying Insurance in effect on the Day Your Total Disability begins. The amount of Qualifying Insurance will continue to be adjusted after that Day, in accordance with the Certificate provisions that were in effect on the Date Your Total Disability began. This includes adjustments based on:

- (1) any reductions scheduled to occur when You, Your Insured Spouse, or Life Partner reach a specified age;
- (2) any Accelerated Death Benefit You, Your Spouse, Life Partner, or Dependent Child received; and
- (3) You or Your Insured Dependent exercising any available Conversion Privilege provided by the Certificate.

**PREMIUM.** Continued payment of Premium allows You to avoid any loss of insurance under this Certificate while qualifying for the Waiver of Premium benefit. You or the Group Policyholder must make the required Premium payments to Us until the Day You are approved or declined for the benefit. If We do not receive the required Premium payments during the Qualifying Period, insurance under this Certificate will terminate.

You may also be eligible for the Conversion Privilege while in a Qualifying Period for the Waiver of Premium benefit. If You elect to exercise the Conversion Privilege, then Premium payments must be received until:

- (1) You convert all Your insurance; or
- (2) You qualify for the Waiver of Premium benefit, for any portion of insurance that is not converted.

When You provide satisfactory proof of Your Total Disability to Us, We will refund up to 12 months of Premium that was paid for the Qualifying Insurance. The refund period begins on the 1<sup>st</sup> Day of Your Total Disability.

**REQUIRED PROOF**

**Proof of Total Disability.** Proof of Your Total Disability must be submitted to Us:

- (1) within 12 months of the Date the Total Disability began, or as soon as reasonably possible after that; and
- (2) in no event more than 24 months after the Date the Total Disability began, unless You lack legal capacity.

We may require:

- (1) proof of Your continued Total Disability; and
- (2) an examination by a Physician of Our choice.

For the first two years of Total Disability, We will not request proof or an exam more than once every three months. After the first two years of Total Disability, We will not request proof or an exam more than once a year. Any such exam will be at Our expense.

## WAIVER OF PREMIUM BENEFIT

(Continued)

For Class 1/Plan 1

**Proof of Death.** If You die:

- (1) **before submitting** initial proof of Your Total Disability; and
- (2) within 12 months after Total Disability begins;

Your Life Insurance Benefit will be paid under the terms of this Certificate. We must first receive satisfactory proof of Your continuous Total Disability from the last Day of Active Work until the Date of Your death.

If You die **after submitting** initial proof of Your Total Disability, additional proof must be submitted to Us showing that You remained continuously and Totally Disabled until Your death.

**NOTICE OF APPROVAL.** We will send You written notice advising whether You are approved for Waiver of Premium, and the amount of the benefit for which the Premium is being waived.

### TERMINATION

**Individual Termination.** Any Qualifying Insurance extended under this provision will terminate automatically on the earliest of:

- (1) the Date You die;
- (2) the Date You are no longer Totally Disabled;
- (3) the Date You fail to take a required medical examination;
- (4) the 45<sup>th</sup> Day after We mail a request for additional proof, if it is not given;
- (5) the effective Date of Your individual conversion policy, with respect to any amount insurance converted in accordance with the Conversion Privilege;
- (6) the Date You reside outside the United States for purposes other than employment with the Employer; or
- (7) the end of the Maximum Waiver of Premium Duration shown in the Schedule of Benefits.

Dependent Insurance extended under this provision will terminate automatically on the earliest of:

- (1) the Date Your insurance extended under this provision terminates; or
- (2) the Date Your Dependent ceases to be eligible under this Certificate.

**EFFECT OF POLICY TERMINATION.** If the Policy terminates **before** You complete the Qualifying Period shown in the Schedule of Benefits to become eligible for Waiver of Premium, or during Your recovery period under the Recurrent Disability section, Your insurance will terminate. You will not become eligible for Waiver of Premium, but You may be eligible to exercise the Conversion Privilege. If such termination occurs **after** You become eligible for Waiver of Premium, Your Waiver of Premium benefit will not be affected.

### RIGHTS FOLLOWING RECOVERY

**Ceasing Insurance.** If Your Total Disability ends and You **do not return** to a class eligible for insurance under the Policy, then You may be eligible to exercise the Conversion Privilege.

**Resuming Insurance.** If Your Total Disability ends and You **do return** to an eligible class, then Your insurance under the Policy will resume when Premium payments are resumed. If You have exercised the Conversion Privilege under this Certificate, any conversion policy must be surrendered to Us prior to resuming insurance. No claim may be made under the conversion policy except for a refund of any unearned Premium less any dividends and policy loans.

**Recurrent Disability.** If Your Total Disability ends and You return to an eligible class, and then again become Totally Disabled:

- (1) within 15 Days of recovering; and
- (2) by the same cause of Your prior Total Disability;

**WAIVER OF PREMIUM BENEFIT**

**(Continued)**

For Class 1/Plan 1

the disability will be treated as part of the preceding Total Disability. You will not be required to complete a new Qualifying Period before resuming the Waiver of Premium benefit. The required Premium payments must be received from You or the Group Policyholder during Your recovery period.



## ACCIDENTAL DEATH AND DISMEMBERMENT (“AD&D”) INSURANCE

**AD&D INSURANCE.** AD&D Insurance benefits are payable in the event that You or Your Insured Dependent sustains an Accidental Injury while insured under this Certificate, subject to the conditions established below and within the AD&D Insurance Benefits provision.

**AMOUNT OF THE BENEFITS.** All AD&D Insurance benefit amounts are shown in the Schedule of Benefits. Benefit amounts are determined by Your or Your Insured Dependent’s Principal Sum.

**LIMITATIONS AND EXCLUSIONS.** AD&D Insurance benefits will not be payable for any loss that is excluded under the Limitations and Exclusions for AD&D Insurance.

**Maximum Benefit Per Person.** All AD&D Insurance benefits are payable once per person per Accident.

If You, Your Spouse, or Life Partner sustains more than one Loss resulting from the same Accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed the Principal Sum for all of that person’s combined Losses resulting from any other Accident for which benefits are payable.

**AD&D INSURANCE BENEFITS**  
For Class 1/Plan 1

**STANDARD AD&D INSURANCE BENEFITS.**

**Scheduled Loss Benefits.** We will pay a Scheduled Loss benefit when You or Your Insured Dependent sustains a Scheduled Loss as a result of an Accidental Injury. The Accident must cause the Scheduled Loss to occur within 180 Days of the Injury. If a Severe Dismemberment benefit is paid, no other AD&D Insurance Scheduled Loss benefit will be paid for the same or an attached body part.

**ENHANCED AD&D INSURANCE BENEFITS.** Enhanced AD&D Insurance benefits supplement Your Standard AD&D Insurance, and are paid in addition to all other benefits payable under this Certificate. All benefit amounts are shown in the Schedule of Benefits.

**SAFETY BENEFIT**

**Safe Driver Benefit.** We will pay a Safe Driver benefit if You or Your Insured Dependent dies in a Motor Vehicle Accident while wearing a properly fastened seat belt. Your or Your Insured Dependent's death must occur within 180 Days of the Accident.

**EXCLUSIONS**  
**For Group Accidental Death & Dismemberment Insurance**  
For Class 1/Plan 1

Only accidental injuries that occur while the insurance under this Certificate is in force are covered.

**EXCLUSIONS FOR AD&D INSURANCE.** AD&D Insurance benefits will not be payable for any loss caused or contributed to by:

- (1) physical or mental infirmity, Sickness, pregnancy, or medical or surgical treatment of these;
- (2) infection, except when the infection is due to an Accidental cut or wound;
- (3) suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
- (4) voluntary intake or use by any means of any drugs, poison, gas, or fumes, except when:
  - (a) prescribed or administered by a Physician; and
  - (b) taken in accordance with the Physician's instructions;
- (5) alcohol when used in combination with any drug, medication, or sedative;
- (6) committing or attempting to commit a felony;
- (7) war or any act of war, declared or undeclared;
- (8) participation in a riot, insurrection, or rebellion of any kind;
- (9) military duty, including the Reserves or National Guard;
- (10) travel or flight in or on any Aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight;
- (11) driving while Intoxicated;
- (12) cosmetic or elective surgery;
- (13) being incarcerated in any type of penal or detention facility;
- (14) participating in, practicing for, or officiating any semi-professional or professional sport;
- (15) riding in or driving in any motor driven vehicle for race, stunt show, or speed test;
- (16) scuba diving;
- (17) bungee cord jumping, mountaineering, or base jumping;
- (18) skydiving, parachuting, or jumping from any Aircraft for recreational purposes; or
- (19) a loss sustained while residing outside the United States, US Territories, Canada or Mexico for more than 12 months.

**CLAIM PROCEDURES**  
**For**  
**Group Life and AD&D Insurance**

**NOTE: This Certificate includes a Waiver of Premium Benefit and an Accelerated Death Benefit. Please refer to that provision for any special claim procedures.**

**FILING A CLAIM.**

**Notice of Claim.** A claimant must provide Us notice of a claim at Our Group Insurance Service Office. Notice of an accidental death or dismemberment claim must be provided within 20 Days after a claim is incurred. The notice should include:

- (1) the Group Policyholder's name and Group Policy Number (shown on the Schedule of Benefits);
- (2) Your name, address, and Certificate number, if available; and
- (3) the claimant's name and relationship to You.

**Claim Forms.** When We receive notice of a claim, We will send forms for filing proof of claim. We will include instructions for completing and submitting the forms. If We do not send the forms within 15 Days, the claimant may send Us written proof of claim in a letter. The letter should state the nature, Date and cause of the claim.

**Proof of Claim.** Written proof of a claim must be provided at the claimant's own expense within 90 Days after the Date of the loss. We will review proof of a claim when it is complete. It must include:

- (1) the nature, Date, and cause of the claim;
- (2) a certified copy of the death certificate, for proof of death;
- (3) an official accident report, police report, medical records, work incident report, or any other similar documents, for proof of accidental death or dismemberment; and
- (4) a signed authorization for Us to obtain more information.

Within 15 Days after receiving the first proof of claim, We may send a written acknowledgment requesting any missing information, and any other items We reasonably require in support of the claim.

If a claim is for periodic benefits, We may request proof of continued eligibility for such benefits. Proof must be supplied within 45 Days of Our request. If it is not, benefits may be denied or suspended.

**Additional Proof by Exam or Autopsy.** While a claim is pending, We may have the person who incurred the claim examined:

- (1) by a Physician of Our choice;
- (2) as often as is reasonably required.

If the person fails to cooperate with an examiner or fails to take an exam, We may deny benefits until the exam is completed. In case of death, We may have an autopsy done, where it is not forbidden by law.

Any such exam or autopsy will be at Our expense.

**Exception.** Failure to give notice or provide proof of a claim within the required time period will not invalidate or reduce the claim, if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

**PAYMENT OF CLAIMS.**

**CLAIM PROCEDURES**  
**For**  
**Group Life and AD&D Insurance**  
**(Continued)**

**Time of Payment.** Benefits payable under this Certificate will be paid:

- (1) immediately after We confirm liability; and
- (2) in no event more than 60 Days after We receive acceptable proof of claim.

**Interest on Late Claims.** If payment is delayed, interest will accrue on the unresolved portion of the claim at the rate required by Texas law. Interest will accrue until the claim is settled.

**To Whom Payable.** Life and AD&D benefits payable for Your death will be paid in accordance with the Beneficiary provision, and the Facility of Payment and Payment Options provided below. Benefits payable for an Insured Dependent's death will be paid to:

- (1) You, if You survive that Dependent; or
- (2) Your Beneficiary or in accordance with the Facility of Payment section, if You do not survive that Dependent.

Any other AD&D Benefits payable under this Certificate will be paid to You, unless an overpayment has been made and We are entitled to reduce future benefits.

**Facility of Payment.** If any benefit under this Certificate becomes payable to Your estate, a minor, or any person who We consider not competent to give a valid release, We may make payment to any one or more of the following:

- (1) a person who has assumed the care and support of You or Your Beneficiary;
- (2) a person who has incurred expense as a result of Your last illness or death;
- (3) the personal representative of Your estate; or
- (4) any person related by blood or marriage to You.

No payment made under this section may exceed the Facility of Payment amount shown in the Schedule of Benefits. Any payment made in good faith under this section will fully discharge Us to the extent of the payment. Any remaining amount will be paid as shown in the Beneficiary section.

**Payment Options.** Benefits will be paid in a lump sum to a SecureLine© interest-bearing checking account. However, You or Your Beneficiary may direct Us to pay the benefit:

- (1) by direct deposit electronic funds transfer;
- (2) by check; or
- (3) in installments.

Any election must be made in writing to Us, and comply with Our practices at the time it is made. Installment-based payment options for death benefits include:

**Option 1 - Income for a Specified Period.** We will pay a monthly income for a period not to exceed 30 years.

**Option 2 - Life Income.** We will pay a monthly income for as long as the payee lives. Payments may be guaranteed for a period, as elected, of 10 years, 20 years, or that period needed for the sum of monthly payments to equal the amount applied (installment refund). The monthly payments are based on the sex and the age at nearest birthday of the payee on the date the first income payment is due. Proof of age and sex satisfactory to Us will be required.

**Option 3 - Income of Specified Amount.** We will pay an income of the amount elected for as long as the amount applied, with interest at a rate of not less than 4%, will last.

**Option 4 - Proceeds Held at Interest.** We will hold the amount applied on deposit. Interest will be paid at annual, semi-annual, quarterly, or monthly intervals.

**CLAIM PROCEDURES**  
**For**  
**Group Life and AD&D Insurance**  
**(Continued)**

**NOTICE OF OUR CLAIM DECISION.** We will send the claimant a written notice of Our claim decision. If We deny any part of the claim, the written notice will explain:

- (1) the reason for the denial;
- (2) how the claimant may request a review of Our decision; and
- (3) whether more information is needed to support the claim.

**Time Limits for Our Decision.** Notice of Our decision will be sent within 15 Days after resolving the claim. If We need more than 15 Days to process a claim, an extension will be permitted.

We will send the claimant a written delay notice explaining the special circumstances which require the delay, and when a decision can be expected:

- (1) by the 15<sup>th</sup> Day after We receive the first proof of claim; and
- (2) every 30 Days after that, until the claim is resolved.

If reasonably possible, this review period will not exceed:

- (1) 90 Days from the Date We receive the first proof of a death or dismemberment claim; or
- (2) 45 Days from the Date We receive first proof of a claim for any Waiver of Premium Benefit or Accelerated Death Benefit available under the Certificate.

In any event, the notice of Our decision will be sent within:

- (1) 180 Days after We receive the first proof of a death or dismemberment claim; or
- (2) 105 Days after We receive the first proof of a claim for any Waiver of Premium Benefit or Accelerated Death Benefit available under the Certificate.

If We fail to do so, there is a right to an immediate review as if the claim was denied.

**Exception.** If We need more information from the claimant to process a claim, it must be supplied within 45 Days after We request it. The resulting delay will not count toward the above time limits for claim processing.

**REVIEW OF OUR CLAIM DECISION.** If any part of a claim is denied, the claimant may request a review of Our decision.

**Claim Review Request (Appeal).** To begin a review, the claimant must send Us:

- (1) a written request; and
- (2) any written comments or other items to support the claim.

The claimant may review certain non-privileged information relating to the request for review.

**Time Limits for Claimant to Request a Claim Review (Appeal).** The claimant must request a claim review within:

- (1) 60 Days after receiving a claim denial notice for death or dismemberment; or
- (2) 180 Days after receiving a claim denial notice for any Waiver of Premium Benefit or Accelerated Death Benefit available under the Certificate.

**Notice of Review Decision.** We will review the claim and send the claimant a written notice of Our decision. The notice will explain the reasons for Our decision. If We uphold the denial of all or part of the claim, We will also describe:

- (1) any further appeal procedures available under the Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

**CLAIM PROCEDURES**  
**For**  
**Group Life and AD&D Insurance**  
**(Continued)**

**Time Limits for Our Review Decision.** For a death or dismemberment claim, the notice will be sent within:

- (1) 60 Days after We receive the request for review; or
- (2) 120 Days, if a special case requires more time.

For a claim for any Waiver of Premium Benefit or Accelerated Death Benefit available under the Certificate, the notice will be sent within:

- (1) 45 Days after We receive the request for review; or
- (2) within 90 Days, if a special case requires more time.

If We need more time to process an appeal in a special case, We will send the claimant a written delay notice by the 30<sup>th</sup> Day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

**Exception:** If We need more information from the claimant to process an appeal, it must be supplied within 45 Days after We request it. The resulting delay will not count toward the above time limits for appeal processing.

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim, We must be repaid within 60 Days. If You do not repay an overpayment, We have the right to:

- (1) reduce future benefits payable to You, Your Beneficiary, or Your estate under this Certificate or any other group insurance policy We issue until full reimbursement is made; and
- (2) recover overpayments from You, Your Beneficiary, or Your estate.

Repayment is required whether the overpayment is due to fraud, Our error in processing a claim, or any other reason.

**LEGAL ACTIONS.** A claimant may not bring a legal action to recover any benefits until 60 Days after the required written proof of claim has been given. No such legal action may be brought more than three years after the Date written proof of claim is required.

**PAYMENT TO THE TEXAS DEPARTMENT OF HUMAN SERVICES.** All benefits paid on behalf of a Child under this Certificate must be paid to the Texas Department of Human Services whenever:

- (1) the Texas Department of Human Services is paying benefits under the Human Resources Code chapters addressing financial and medical assistance service programs; and
- (2) the parent who is covered by this Certificate:
  - (a) has possession or access to the Child pursuant to a court order; or
  - (b) is not entitled to access or possession of the Child and is required by the court to pay child support.

When the claim is first submitted to Our Group Insurance Service Office, written notice that all benefits must be paid directly to the Texas Department of Human Services must also be included.

Benefits will not be reduced or denied because they are covered by the Medical Assistance Act of 1967, as amended.

**PAYMENT TO POSSESSORY OR MANAGING CONSERVATOR OF DEPENDENT CHILD.** Benefits may be paid on behalf of a minor Dependent Child, to a person other than You, if an order issued by any court of competent jurisdiction names such person the possessory or managing conservator of the Child.

To be entitled to receive benefits, a possessory or managing conservator of a Child must submit to Us with the claim form, written notice that such person is the possessory or managing conservator of the Child on whose

**CLAIM PROCEDURES**  
**For**  
**Group Life and AD&D Insurance**  
**(Continued)**

behalf the claim is made, and submit a certified copy of a court order establishing the person as the possessory or managing conservator. This will not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised, or to claims You submit where You paid any portion of a medical bill that would be covered under the terms of the Policy.



**ASSIGNMENTS**  
**For**  
**Group Life and AD&D Insurance**

**ASSIGNMENTS.** An assignment transfers certain rights provided by this Certificate to another named person. You assume all responsibility for the validity and effect of an assignment, and should consult with Your legal advisor before assigning Your rights. Your Life Insurance and AD&D Insurance Benefits may be assigned using absolute or funeral home assignments. Your Dependent Life Insurance and AD&D Insurance Benefits may not be assigned. An assignment will have no effect on a prior irrevocable beneficiary designation.

No assignment will be binding on Us unless and until:

- (1) it is made on a form We provide;
- (2) We receive the original assignment request at Our Group Insurance Service Office; and
- (3) We approve the request.

**Absolute Assignments.** If You have legal and mental capacity, You may assign Your Life Insurance and AD&D Insurance as a gift (with no consideration). This type of assignment is known as an absolute assignment. Once We record Your absolute assignment, You can no longer exercise the rights You have assigned. Only the person You name can exercise the rights You transfer. You may use an absolute assignment to transfer Your rights to:

- (1) make any contributions required to keep the insurance in force;
- (2) exercise the Conversion Privilege; and
- (3) name and change a Beneficiary.

An absolute assignment cannot be used as a collateral assignment. An absolute assignment may be made to:

- (1) a trust;
- (2) one or more of Your Relatives or their estates; or
- (3) a trustee of a trust under which one of the Relatives is a beneficiary.

**Funeral Home Assignments.** If You die, Your Beneficiary may assign Your Life Insurance and Accidental Death Insurance Benefits to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining Life Insurance and Accidental Death Insurance Benefits are then paid in accordance with the Beneficiary and Payment Options sections of the Policy.

**BENEFICIARY**  
**For**  
**Group Life and AD&D Insurance**

**PAYMENTS TO BENEFICIARY.** Any amount payable as a result of Your death will be paid to the named Beneficiary who survives You.

**NAMING THE BENEFICIARY.** Your Beneficiary will be as shown on Your Beneficiary designation for this insurance. If the Policy replaced a group policy providing similar insurance, Your Beneficiary named under the prior policy will be the Beneficiary under Our Policy, until changed.

**Multiple Beneficiaries.** You may name one or more Beneficiaries, and control the order and share of payment made to each named Beneficiary. Any person You choose to receive Your benefits first is known as a primary Beneficiary. You may also choose contingent Beneficiaries. If there are no surviving primary Beneficiaries when You die, benefits will be paid to Your contingent Beneficiaries.

If more than one Beneficiary is named and You do not designate the order or share of payment, benefits will be paid equally to Your Beneficiaries. If a named Beneficiary dies and You do not otherwise designate how that Beneficiary's share will be paid, then:

- (1) that share will be divided and paid equally to Your surviving Beneficiaries; and
- (2) the entire Life Insurance and AD&D Insurance Benefit will be paid to a single Beneficiary, if only one survives.

**No Beneficiary Named or Surviving.** If You have not named a Beneficiary, or if no named Beneficiaries survive You, payment will be made to Your:

- (1) Spouse or Life Partner; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving grandchild or grandchildren in equal shares; or, if none
- (4) surviving parent or parents in equal shares; or, if none
- (5) surviving sibling or siblings in equal shares; or, if none
- (6) estate.

In determining who is to receive payment, We may rely on an affidavit by a member of the class to receive payment. Unless We receive written notice at Our Group Insurance Service Office of a valid claim by some other person before paying the proceeds, We will make payment based on the affidavit We have received. Such payment will release Us from any further obligation for the Life Insurance and AD&D Insurance Benefit.

The amount payable to anyone shown above will be reduced by any amount paid in accordance with the Facility of Payment section described in the Claim Procedures.

If the person who would otherwise receive payment dies:

- (1) within 15 Days of Your death; and
- (2) before We receive satisfactory proof of Your death;

payment will be made as if You had survived that person, unless other provisions have been made.

**CHANGING THE BENEFICIARY.** Only You or Your absolute assignee may change a Beneficiary. Beneficiaries may be named or changed at any time. A new Beneficiary may be named by submitting a Beneficiary designation change to the Group Policyholder prior to Your death. Subject to any action We take before receiving notice, any change to Your Beneficiary will be effective:

- (1) the Date it was completed; or
- (2) for written notice, the Date it was signed and delivered to the Group Policyholder.

**TERMINATION  
For  
Your Insurance**

**DATE OF TERMINATION.** Your insurance will terminate at 12:00 midnight on the earliest of:

- (1) the Date the Policy terminates (but without prejudice to any claim incurred prior to termination.);
- (2) the Date Your Class is no longer eligible for insurance;
- (3) the Date You cease to be a member of the Eligible Class, retire, or die;
- (4) the last Day of the Insurance Month in which You request termination;
- (5) the last Day of the last Insurance Month for which Premium payment is made on Your behalf;
- (6) the end of the period for which the last required Premium has been paid;
- (7) with respect to any particular insurance benefit, the Date that benefit terminates;
- (8) the Date Your employment with the Group Policyholder terminates; or
- (9) the Date You enter armed services of any state or country on active duty, except for duty of 30 Days or less for training in the Reserves or National Guard (if You send proof of military service, We will refund any unearned Premium);

unless insurance is continued as provided in the Continuation Rights or Portability provisions.

If insurance is not continued beyond the Date of termination, it may be possible to purchase an individual life insurance policy in accordance with the Conversion Privilege provision of the Policy.

**EFFECT OF TERMINATION ON YOUR BENEFITS.** Termination will have no effect on benefits payable for a claim incurred while You were insured under the Policy.

**TERMINATION  
For  
Your Dependent Insurance**

**DATE OF TERMINATION.** Dependent Insurance will terminate as follows.

**Termination for Spouse or Life Partner.** Dependent Insurance for Your Spouse or Life Partner will cease on the earliest of:

- (1) the Date he or she ceases to be an eligible Spouse or Life Partner;
- (2) the Date he or she attains age ;
- (3) the Date he or she becomes insured under the Policy as an Employee for the Group Policyholder.
- (4) the Date he or she enters the armed forces of any state or country on active duty, except for duty of 30 Days or less for training in the Reserves or National Guard (if You send proof of military service, We will refund any unearned premium).

**Termination for Child.** Dependent Insurance for Your Child will cease on the earliest of:

- (1) the Date he or she ceases to be an eligible Dependent Child;
- (2) the Date he or she becomes insured under the Policy as an Employee for the Group Policyholder; or
- (3) the Date he or she enters the armed forces of any state or country on active duty, except for duty of 30 Days or less for training in the Reserves or National Guard (if You send proof of military service, We will refund any unearned premium).

**Termination for All Dependents.** Dependent Insurance for all of Your Insured Dependents will cease on the earliest of:

- (1) the Date Your Life and AD&D Insurance terminates;
- (2) the Date Dependent Life and AD&D Insurance is discontinued;
- (3) the Date You cease to be in a class eligible for Dependent Life and AD&D Insurance;
- (4) the Date You request that Your Dependent Life and AD&D Insurance be terminated;
- (5) with respect to a benefit or a specific type of benefit, the Date the portion of the Policy providing that type of benefit terminates; or
- (6) the Date through which Premium has been paid on behalf of Your Insured Dependents.

If insurance is not continued beyond the Date of termination, it may be possible to purchase an individual life insurance policy in accordance with the Conversion Privilege provision of the Policy.

**EFFECT OF TERMINATION ON YOUR DEPENDENT BENEFITS.** Termination will have no effect on benefits payable for claims incurred by Your Insured Dependent while he or she was insured under the Policy.

**CONTINUATION RIGHTS  
For  
You and Your Dependents**

**CONTINUATION RIGHTS FOR YOU.** Ceasing Active Work results in termination of Your eligibility for insurance, but insurance may be continued as follows.

**Family or Medical Leave.** If You go on an approved Family or Medical Leave and are **not** entitled to any more favorable continuation available during disability, insurance may be continued after the leave begins until the earliest of:

- (1) the end of the period shown in the Schedule of Benefits;
- (2) the end of the leave period approved by the Group Policyholder;
- (3) the end of the leave period required by federal law, or any more favorable period required by a similar state law;
- (4) the Date You notify the Group Policyholder that You will not return; or
- (5) the Date You begin employment with another employer.

The required Premium payments must be received from the Group Policyholder throughout the period of continued insurance.

**Military Leave.** If You go on a Military Leave, insurance may be continued after the leave begins until the later of:

- (1) the end of the period shown in the Schedule of Benefits; or
- (2) for the same period allowed for an approved Family or Medical Leave or any more favorable leave in which Employees with similar seniority, status, and pay who are on furlough or leave of absence are granted by the Group Policyholder.

The required Premium payments must be received from the Group Policyholder throughout the period of continued insurance.

**Disability.** If You are disabled as a result of Sickness or Injury, then insurance may be continued after the disability begins until the earlier of:

- (1) the end of the period shown in the Schedule of Benefits;
- (2) the Date You are no longer disabled; or
- (3) the Date You qualify for Waiver of Premium.

The required Premium payments must be received from the Group Policyholder, throughout the period of continued insurance.

**Other Leave of Absence.** When You cease work due to an approved leave of absence (other than an approved Family or Medical Leave or Military Leave), insurance may be continued after the leave of absence begins until the end of the period shown in the Schedule of Benefits. The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

**Labor Dispute.** When you cease work due to a labor dispute, You may continue Your insurance for as long as six months when:

- (1) the Group Policyholder's Premium contributions are required by a collective bargaining agreement;
- (2) Your eligibility ends because Your employment ceases due to a labor dispute; and
- (3) You provide a written request to continue insurance and the first monthly Premium payment to the Group Policyholder within 31 days after Your employment ceases.

The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

Continued insurance will end on the earliest of:

- (1) the Date insurance has been continued for six months;
- (2) the Date You begin full-time employment with another employer;
- (3) the Date fewer than 75% of the Insureds eligible for this continuation are continuing their insurance;

**CONTINUATION RIGHTS  
For  
You and Your Dependents  
(Continued)**

- (4) the end of the period for which the last Premium has been paid; or
- (5) the Date insurance would otherwise terminate, had You remained Actively at Work.

**Lay Off.** When You cease work due to a temporary lay off, insurance may be continued after the lay off begins until the end of the period shown in the Schedule of Benefits. The required Premiums must be received from the Group Policyholder throughout the period of continued insurance.

**Conditions for Your Continuation Rights.** In administering the above continuations, the Group Policyholder must not act so as to discriminate unfairly among Employees in similar situations. Insurance may not be continued when You Cease Active Work due to a labor dispute, strike, work slowdown or lockout.

**Portability and Conversion Following Your Continuation Rights.** When Your Continuation Rights end, You may be entitled to:

- (1) continue insurance as provided in the Portability provision; or
- (2) purchase an individual policy in accordance with the Conversion Privilege provision.

**CONTINUATION RIGHTS FOR YOUR DEPENDENTS.** Your Dependents may continue Dependent Insurance as follows.

**Conversion Following Continuation Rights.** When Your Dependent's Continuation Rights end, he or she may be entitled to purchase an individual policy in accordance with the Conversion Privilege provision.

**PORTABILITY**  
**For**  
**You and Your Dependents**

**PORTABILITY FOR YOU.** If Your Qualifying Insurance ends, You may be eligible for Portability. Portability allows continuation of Your Qualifying Insurance under this Certificate. Portability follows any Continuation Rights. Portability is available when Your Qualifying Insurance ends because:

- (1) Your employment with the Group Policyholder terminates;
- (2) You retire before reaching the SSNRA shown in the Schedule of Benefits; or
- (3) Your Qualifying Insurance ends solely due to a reduction in hours.

To continue insurance under the Portability provision, You must:

- (1) notify Us and pay the applicable Premium within 31 Days of the Date the Qualifying Insurance would otherwise end; and
- (2) have been insured under the Certificate, or any Prior Plan that contains substantially similar benefits, for at least 12 consecutive Months just prior to the Date the Qualifying Insurance ends.

**Maximum Duration.** Subject to Termination of Portability, the Maximum Duration You may continue any Qualifying Insurance under this provision is shown in the Schedule of Benefits.

**Limitations on Portability.** Portability is not available when insurance ends because of:

- (1) Sickness or Injury;
- (2) nonpayment of Premiums;
- (3) Policy termination;
- (4) retiring after on or after reaching the SSNRA shown in the Schedule of Benefits;
- (5) entering armed services of any state or country on active duty;
- (6) any scheduled age-based reductions shown in the Schedule of Benefits; or
- (7) Your Spouse, Life Partner, or Child ceasing to be an eligible Dependent.

Portability is not available to Your Spouse, Life Partner, or Child if You do not continue Your Qualifying Insurance under this provision.

**Qualifying Insurance.** For purposes of the Portability for You section of Portability, Qualifying Insurance is:

- (1) Your Voluntary Life Insurance; and
- (2) Voluntary Dependent Life Insurance.

**Premium.** You are required to pay Us Premium to continue insurance under the Portability provision. We will send You a billing statement on or before each Premium due Date. You must pay Premium directly to Us on or before each due Date, throughout the period of continued insurance. The required Premium will equal:

- (1) the rate based on the amount of insurance and attained age as shown in the premium information provided with the application; plus
- (2) a direct billing fee based on the Premium frequency You choose.

You may request to change the Premium frequency if You notify Us in advance at any time the insurance is in force, except during a Grace Period.

**Amount of Insurance.** Portability is only available for amounts of insurance for which no application has been made under the Policy's Conversion Privilege. The amount of insurance continued under this provision may not exceed the maximum amount shown in the Schedule of Benefits. During the continuation period:

- (1) continued insurance may not be increased; and
- (2) additional dependents may not be enrolled for Dependent Insurance.

Continued insurance will be subject to any reductions on account of Your, or Your Spouse's, or Life Partner's age, as shown in the Schedule of Benefits.

You may decrease the amount of continued insurance at any time during the continuation period by completing a request form supplied by Us. The decrease will take effect on the first day of the Insurance Month after We

**PORTABILITY**  
**For**  
**You and Your Dependents**  
**(Continued)**

receive the request. The decreased amount of insurance cannot be less than the lowest amount available to Your class under the Certificate. There is no minimum amount for Dependent Life Insurance that is continued under this provision.

**Termination of Your Portability.** Insurance continued under this section ends on the earliest of:

- (1) the Date We receive a written request from You to terminate the insurance;
- (2) the last Day of the period for which You paid Premiums;
- (3) the Date You die;
- (4) the Date the Maximum Portability Duration shown in the Schedule of Benefits ends;
- (5) the Date You return to an eligible class under the Policy; or
- (6) the Date insurance would otherwise end had You remained an Employee.

Dependent Insurance extended under this provision will terminate automatically on the earliest of:

- (1) the day Your insurance extended under this provision terminates; or
- (2) the day Your Dependent ceases to be eligible under this Certificate.

**Conversion Following Portability.** When Portability ends, You or Your Insured Dependent may be entitled to purchase an individual policy in accordance with the Conversion Privilege provision of the Policy. If conversion is available following Portability, application must be made to Us within 31 Days after insurance continued under this provision ends.

**DEPENDENT PORTABILITY.** If Your Insured Spouse's or Life Partner's Qualifying Insurance ends, he or she may be eligible for Dependent Portability. Dependent Portability allows continuation of Your Insured Spouse's or Life Partner's Qualifying Insurance under this Certificate. Dependent Portability is available when Your Dependent's Qualifying Insurance terminates because You die.

To continue insurance under the Dependent Portability provision, Your Insured Spouse or Life Partner must:

- (1) notify Us and pay the applicable Premium within 31 Days of the Date the insurance would otherwise end; and
- (2) have been insured under this Certificate, or any prior group term life that contains substantially similar benefits the Policy replaces, for at least 12 consecutive Months just prior to the Date You died, divorced, or dissolved Your Life Partnership.

Your Insured Spouse or Life Partner may also continue Your Dependent Child's insurance under the Dependent Portability provision, provided:

- (1) the Dependent Child was insured at the time of Your death; and
- (2) You are not continuing Dependent's Insurance for Your Child.

**Maximum Dependent Portability Duration.** Subject to Termination of Dependent Portability, the Maximum Duration Your Insured Spouse or Life Partner may continue his or her insurance under this provision is shown in the Schedule of Benefits.

Insurance provided under this provision for a Dependent Child will cease on the earliest of the Date he or she ceases to be an eligible Dependent Child or the end of the period shown in the Schedule of Benefits.

**Qualifying Insurance.** For purposes of the Dependent Portability section of Portability, Qualifying Insurance is Your Voluntary Dependent Life Insurance.



**PORTABILITY**  
**For**  
**You and Your Dependents**  
**(Continued)**

**Premium.** Your Insured Spouse or Life Partner is required to pay Us Premium to continue insurance under the Dependent Portability provision. We will send Your Insured Spouse or Life Partner a billing statement on or before each Premium due Date. He or she must pay Premium directly to Us on or before each due Date, throughout the period of continued insurance. The required Premium will equal:

- (1) the rate based on the amount of insurance and attained age as shown in the premium information provided with the application; plus
- (2) a direct billing fee based on the Premium frequency Your Insured Spouse or Life Partner chooses.

Your Insured Spouse or Life Partner may request to change Premium frequency by notifying Us in advance at any time the insurance is in force, except during a Grace Period.

**Amount of Insurance.** Portability is only available for amounts of insurance for which no application has been made under the Policy's Conversion Privilege. The amount of insurance continued under this provision may not exceed the amount in force when You die. During the continuation period:

- (1) continued insurance may not be increased; and
- (2) additional dependents may not be enrolled for Dependent Insurance.

Continued insurance will be subject to any reduction on account of Your, or Your Spouse's, or Life Partner's age, as shown in the Schedule of Benefits.

Your Spouse or Life Partner may decrease the amount of continued insurance at any time during the continuation period by completing a request form supplied by Us. The decrease will take effect on the first day of the Insurance Month after We receive the request. The decreased amount of insurance cannot be less than the lowest amount available to Your Dependent's class under the Certificate.

**Termination of Dependent Portability.** Insurance continued under this section ends on the earliest of:

- (1) the Date We receive a written request from Your Insured Spouse or Life Partner to terminate the insurance;
- (2) the last Day of the period for which Your Insured Spouse or Life Partner paid Premiums;
- (3) the Date Your Insured Spouse or Life Partner dies;
- (4) the Date the Child ceases to be an eligible Dependent; or
- (5) the Date the Maximum Duration ends.

We may terminate the Dependent Insurance continued under this provision for any reason by providing 31 Days notice.

**Your Dependent Conversion Following Portability.** When Portability ends, Your Insured Dependent may be entitled to purchase an individual policy in accordance with the Conversion Privilege provision of the Policy. If conversion is available following Portability, application must be made to Us within 31 Days after insurance continued under this provision ends.

**GENERAL PROVISIONS**  
**For**  
**You and Your Dependents**

**ENTIRE CONTRACT.** The entire contract with the Group Policyholder includes:

- (1) the Policy and any amendments to it;
- (2) the Group Policyholder's application, if any;
- (3) any individual applications for You or Your Insured Dependent; and
- (4) the Certificate for each insured class and any amendments to it.

**AUTHORITY TO MAKE OR AMEND CONTRACT.** Only a Company Officer located in Our Group Insurance Service Office has the authority to:

- (1) determine the insurability of a group or any individual within a group;
- (2) make a contract in Our name;
- (3) amend or waive any provision of the Policy; or
- (4) extend the time for payment of any Premium.

No change in the Policy will be valid, unless it is made in writing, agreed to by an underwriting officer, and signed by a Company officer as described above.

**INCONTESTABILITY.** Except for the non-payment of Premiums, We may not contest the validity of the Policy after it has been in force for two years from its Date of issue, and as to You or Your Insured Dependent, after the insurance has been in force for two years during Your or Your Insured Dependent's lifetime. This section does not preclude, at any time, the assertion of defenses based on:

- (1) this Certificate's eligibility requirements, exclusions and limitations; and
- (2) other Certificate provisions unrelated to the validity of insurance.

In the absence of fraud, all statements made by You or Your Insured Dependents are representations and not warranties. No statement made by You or Your Insured Dependent will be used to contest the insurance provided by the Policy, unless:

- (1) it is contained in a written statement signed by You or Your Insured Dependent; and
- (2) a copy of the statement has been furnished to You or Your Insured Dependent.

**RESCISSION.** We have the right to rescind (cancel insurance back to its effective Date) any insurance for which Evidence of Insurability was required, if:

- (1) You or Your Insured Dependent incur(s) a claim during the first two years of insurance after original issuance or reinstatement; and
- (2) We discover that You or Your Insured Dependent made an incomplete or untrue signed written statement, relating to Your or Your Insured Dependent's insurability, that would have caused Us to disapprove insurance had We known the truth.

We will refund all Premium paid for any rescinded insurance, less any benefits paid for Your or Your Insured Dependent's claims. We reserve the right to recover any claims paid in excess of such Premiums.

**GROUP POLICYHOLDER'S AGENCY.** For all purposes of the Policy, the Group Policyholder acts on its own behalf or as Your agent. Under no circumstances will the Group Policyholder be deemed Our agent.

**CURRENCY.** In administering this Certificate all Premium and benefit amounts must be paid in U.S. dollars.

**WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE.** The Policy does not replace or provide benefits required by:

- (1) Workers' Compensation laws; or
- (2) any state temporary disability insurance plan laws.

**MISSTATEMENT OF AGE.** If Your or Your Insured Dependent's age has been misstated, the correct age will be used to determine if insurance is in effect and equitably adjust benefits, Premiums, or both, as appropriate. Adjustments to Premiums will be made in accordance with the Premium Amount section of the

**GENERAL PROVISIONS**  
**For**  
**You and Your Dependents**  
**(Continued)**

Premiums and Premium Rates, and the Information to Be Furnished section of the General Provisions. Adjustments to benefits will be made in accordance with the Right of Recovery section of the Claim Procedures, and the Reductions sections of the Schedules of Benefits, and other provisions related to eligibility for insurance.

**ASSIGNMENT.** The rights and benefits under this Certificate may be assigned only as described in the Assignments provision.

**GENERAL DEFINITIONS**  
**For**  
**You and Your Dependents**

**ACTIVE, ACTIVE WORK, or ACTIVELY AT WORK** means Your performance, for at least the Minimum Hours shown in the Schedule of Benefits, of all customary duties of Your occupation at:

- (1) the Group Policyholder's place of business; or
- (2) any other business location designated by the Group Policyholder.

Unless disabled on the prior workday or on the Day of absence, You will be considered Actively at Work on the following Days:

- (1) a non-scheduled workday or holiday;
- (2) a paid vacation Day, or other scheduled or unscheduled non-workday; or
- (3) a non-medical leave of absence of 12 weeks or less, whether taken with the Group Policyholder's prior approval or on an emergency basis.

**BENEFICIARY** means the person(s) to whom We will pay insurance benefits in accordance with the Beneficiary provision of the Certificate.

**CERTIFICATE** means the Group Certificate which contains the main provisions of the Policy. The Certificate includes any amendments which may be attached to it.

**CHANGE IN FAMILY STATUS** means a marriage, divorce, birth, adoption, death, or change of employment or eligibility status or other event that qualifies under the requirements of Section 125 of the Internal Revenue Code of 1986, as amended. Change in Family Status also means:

- (1) the formation or dissolution of a Life Partnership; or
- (2) involuntary loss of comparable insurance under a Spouse or Life Partner's benefit plan.

Change in Family Status **does not** include a change in employment or eligibility status due solely to a disability.

**CHILD or CHILDREN** means:

- (1) Your natural child, legally adopted child, or stepchild;
- (2) a child placed with You for the purpose of adoption;
- (3) a child for whom You are required by court order to provide insurance;
- (4) Your grandchild; or
- (5) a foster child for whom You have assumed full parental responsibility and control.

Stepchild includes Your Life Partner's child.

**COMPANY** means The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive , Omaha, NE 68114-4066.

**DAY OR DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight when used with regard to eligibility dates and effective dates. When used with regard to termination dates, it means 12:00 midnight. Day or Date is based on the time at the Group Policyholder's place of business.

**DEPENDENT** means Your Spouse, Life Partner, or Dependent Child.

**DEPENDENT CHILD** means Your unmarried Child who meets the age requirements shown in the Schedule of Benefits.

**DEPENDENT INSURANCE** means the insurance provided by the Policy for eligible Dependents.

**DOMESTIC PARTNER** means Your domestic partner (whether same or opposite sex), regardless of registration.

**GENERAL DEFINITIONS**  
**For**  
**You and Your Dependents**  
**(Continued)**

**ELIGIBILITY WAITING PERIOD** means the period of time You must be in an eligible class with the Group Policyholder, before You become eligible to enroll for insurance under the Policy.

The period of service must be continuous, except as explained in the Eligibility section captioned Prior Service Credit Towards Waiting Period. The Eligibility Waiting Period may be waived if You qualify under the Reinstatement Rights.

**EMPLOYEE** means a person:

- (1) whose employment with the Group Policyholder is the person's main occupation;
- (2) whose employment is for regular wage or salary;
- (3) who is Actively at Work;
- (4) who is a member of an eligible class under the Policy;
- (5) who is not a temporary or seasonal employee; and
- (6) who is a citizen of the United States or legally works in the United States.

It also includes a former Employee who has elected Portability.

**EMPLOYER** means the Group Policyholder. It includes any division, subsidiary or affiliated company named in the Application or Participation Agreement.

**FAMILY OR MEDICAL LEAVE** means an approved leave of absence that:

- (1) is subject to the federal FMLA law (the Family and Medical Leave Act of 1993 and any amendments to it) or a similar state law;
- (2) is taken in accordance with the Group Policyholder's leave policy and the law which applies; and
- (3) does not exceed the period approved by the Group Policyholder and required by that law.

The leave period may:

- (1) consist of consecutive or intermittent work Days; or
- (2) be granted on a part-time equivalency basis.

If You are entitled to a leave under both the federal FMLA law and a similar state law, the leave period that is more favorable to You will apply. If You are on an FMLA leave due to Your own health condition on the Group Policy Effective Date, You are not considered Actively at Work.

**GROUP POLICYHOLDER** means the person, partnership, corporation, trust, or other organization, as shown on the Face Page of this Certificate.

**INJURY OR INJURED** means bodily harm that occurs independently of Sickness, infirmity, or any other cause.

**INSURANCE MONTH** means that period of time shown on the Schedule of Benefits:

- (1) beginning at 12:01 a.m.; and
- (2) ending at 12:00 midnight;

at the Group Policyholder's primary place of business.

**INSURED DEPENDENT** means a Dependent for whom insurance under this Certificate is in effect.

**INSURED DEPENDENT CHILD** means a Dependent Child for whom insurance under this Certificate is in effect.

**INSURED SPOUSE OR LIFE PARTNER** means Your Spouse or Life Partner for whom insurance under this Certificate is in effect.

**GENERAL DEFINITIONS**  
**For**  
**You and Your Dependents**  
**(Continued)**

**LIFE PARTNER** means Your Domestic Partner.

**MILITARY LEAVE** means a leave of absence that:

- (1) is subject to the federal USERRA law (the Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it);
- (2) is taken in accordance with the Group Policyholder's leave policy and the federal USERRA law; and
- (3) does not exceed the period required by that law.

**OPEN ENROLLMENT PERIOD** means the calendar year period designated by the Group Policyholder, and approved by Us, during which You may be eligible to purchase or make changes to Your:

- (1) Life and AD&D Insurance; and
- (2) Dependent Life and AD&D Insurance.

Participation in an Open Enrollment Period does not change Policy provisions related to the Eligibility Waiting Period. Evidence of Insurability may also be required. Refer to the Schedule of Benefits for more information.

**PAYROLL PERIOD** means that period of time established by the Group Policyholder for payment of employee wages.

**PERSON** means an Employee of the Group Policyholder:

- (1) who is a member of a class that is eligible for insurance under the Policy; and
- (2) who has enrolled for insurance.

**PHYSICIAN** means:

- (1) a medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
- (2) any other duly licensed medical practitioner who is deemed by state law to be the same as a medical doctor.

The medical doctor or other medical practitioner must be acting within the scope of his or her license.

**POLICY** means the Group Insurance policy issued by Us to the Group Policyholder.

**PREMIUM** means the amount charged for the insurance provided by the Policy.

**PRIOR PLAN** means a group or individual life and accidental death and dismemberment insurance policy, sponsored by the Group Policyholder, which the Policy replaced within 1 day of the prior plan's termination Date. It does not include any coverage under the prior plan that was continued under a portability or other coverage continuation provision.

**REINSTATEMENT or TO REINSTATE** means to enroll or re-enroll for the Policy's insurance, without completing a new Eligibility Waiting Period or providing Evidence of Insurability.

**RELATIVE** means a person connected to You by blood, marriage, or affinity. Relatives include, but are not limited to, Your:

- (1) Spouse or Life Partner, siblings, parents, Children and grandparents; and
- (2) Spouse's or Life Partner's relatives of like degree.

**REPLACEMENT DATE** means the Effective Date of Your Group Life and AD&D Insurance Policy underwritten by The Lincoln National Life Insurance Company.

**GENERAL DEFINITIONS**  
**For**  
**You and Your Dependents**  
**(Continued)**

**SECURELINE**© means an interest bearing account established at an intermediary bank in the name of Your Beneficiary, as owner.

**SICKNESS** means illness or disease.

**SPOUSE** means the person lawfully married to You, as recognized by any state, possession, or territory of the United States.

**TOTAL DISABILITY or TOTALLY DISABLED** as used in the Waiver of Premium Benefit, means You are unable, due to Sickness or Injury, to engage full-time or part-time in any employment or occupation for which You are or become qualified by reason of education, training, or experience.

**WE, OUR, or US** refer to The Lincoln National Life Insurance Company, an Indiana corporation. Its Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

**YOU, YOUR, and YOURS** means the Person for whom Policy insurance is in effect.

**YOUR INSURANCE** means any insurance provided by the Policy for You or Your Insured Dependent.

**LIFE INSURANCE DEFINITIONS**  
**For**  
**You and Your Dependents**

**CLAIMANT** as used in the Accelerated Death Benefit provision, means the person whose Life Insurance is the subject of a request for the Accelerated Death Benefit.

**DEPENDENT LIFE INSURANCE** means the life insurance provided by the Policy for eligible Dependents.

**EVIDENCE OF INSURABILITY** means a statement of proof of an Employee's, or Spouse's, or Life Partner's medical history. We use this to determine acceptance for insurance or an increased amount of insurance. We will pay the cost for obtaining medical records required to provide Us with Evidence of Insurability.

**LIFE INSURANCE** means any life insurance provided by the Policy for You.

**LIFE PARTNER LIFE INSURANCE** means any life insurance provided by the Policy for eligible Life Partners.

**REMAINING LIFE INSURANCE** as used in the Accelerated Death Benefit provision, means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

- (1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (refer to the Amount of the Benefit section of the Accelerated Death Benefit provision); minus
- (2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 12 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
- (3) the amount of the Accelerated Death Benefit withdrawn.

**RESCIND** means to cancel insurance back to its effective Date. In that event, We will refund all Premium paid for the Rescinded insurance, less any benefits paid for the Insured's claims.

**SPOUSE LIFE INSURANCE** means any life insurance provided by the Policy for eligible Spouses.



**AD&D INSURANCE DEFINITIONS**  
**For**  
**You and Your Dependents**

**ACCIDENT OR ACCIDENTAL** means an event or occurrence that:

- (1) was not reasonably foreseeable, or that could not have been reasonably expected or anticipated;  
and
- (2) is sustained while insured under the Policy.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE** means AD&D Insurance provided by the Policy for the Insured.

**AIRCRAFT** means any device used for aerial navigation, including but not limited to, airplanes, helicopters, balloons, gliders, parachutes, hang gliders and parasails.

**DEPENDENT AD&D INSURANCE** any AD&D insurance provided by the Policy for eligible Dependents.

Felonious Assault does not include acts inflicted by a fellow Employee, or a member of Your family or household.

**HOSPITAL** means a general hospital which:

- (1) is licensed, approved or certified by the state where it is located;
- (2) offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy; and
- (3) regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent.

**INTOXICATED** means the minimum blood alcohol level required for a person to be considered driving under the influence of alcohol in the jurisdiction where the accident occurred. Exclusions for driving while Intoxicated apply whether or not the driver is charged or convicted.

**LEGALLY OPERATED** means being driven by a person:

- (1) with a valid driver's license; and
- (2) within the legal speed limit in the jurisdiction in which the Accident occurred.

**LIFE PARTNER AD&D INSURANCE** means any AD&D Insurance provided by the Policy for eligible Life Partners.

**LOSSES** includes the following:

- (1) **Loss of Arm**, which means complete and permanent severance at or above the elbow;
- (2) **Loss of Foot**, which means complete and permanent severance through or above the ankle but below the knee;
- (3) **Loss of Hand**, which means complete and permanent severance through or above the wrist but below the elbow;
- (4) **Loss of Hearing**, which means complete and permanent deafness in an ear that cannot be corrected to any functional degree by any aid or device;
- (5) **Loss of Leg**, which means complete and permanent severance at or above the knee;
- (6) **Loss of Life**, which means death, as evidenced by a certified copy of a death certificate;
- (7) **Loss of Sight**, which means uncorrectable and permanent reduction of visual acuity to 20/200 or worse, or reduction in field of vision to less than 20 degrees;
- (8) **Loss of Speech**, which means complete and permanent loss of audible communication;

**MOTOR VEHICLE** means any vehicle driven or drawn by an internal combustion engine, an electric motor, or by some combination of the two, that may be registered for use on public streets, roads, and highways. Motor Vehicle excludes tractors and scooters. It includes a car owned or leased by the Group Policyholder.

**AD&D INSURANCE DEFINITIONS**  
**For**  
**You and Your Dependents**  
**(Continued)**

**MOTOR VEHICLE ACCIDENT** means Your or Your Insured Dependent's unintentional collision, while driving or riding in a Legally Operated Motor Vehicle, with:

- (1) another vehicle;
- (2) an object; or
- (3) a person or animal.

The Motor Vehicle Accident must occur while You and the Insured Dependent are insured for the Safe Driver benefit.

**SCHEDULED LOSS** means a Loss that is shown in this Certificate's Schedule of Benefits.

**SEAT BELT** means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

**SPOUSE AD&D INSURANCE** means any AD&D Insurance provided by the Policy for eligible Spouses.

## How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

**For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:**

**Accident, accident and health, or health insurance (including HMOs):**

- Up to \$500,000 for health benefit plans, with some exceptions.
- Up to \$300,000 for disability income benefits.
- Up to \$300,000 for long-term care insurance benefits.
- Up to \$200,000 for all other types of health insurance.

**Life insurance:**

- Up to \$100,000 in net cash surrender or withdrawal value.
- Up to \$300,000 in death benefits.

**Individual annuities:** Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

**Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.

**Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.

**Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:

**Texas Life and Health Insurance Guaranty Association**

515 Congress Avenue, Suite 1875  
Austin, TX 78701  
1-800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

For questions about insurance, contact:

**Texas Department of Insurance**

P.O. Box 149104  
Austin, TX 78714-9104  
1-800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Note:** You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.