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**YOUR GROUP LIFE AND  
ACCIDENTAL DEATH AND  
DISMEMBERMENT BENEFITS**

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**Contractors, Laborers, Teamsters & Engineers**

Revised January 1, 2008

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## **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

Contractors, Laborers, Teamsters & Engineers  
10334 Ellison Circle  
Omaha, NE 68134

## **CLAIM ASSISTANCE**

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-7R42.

Este Certificado de la cobertura proporciona un sumario en Inglés de los beneficios bajo la Póliza para beneficios de Vida de grupo y Muerte Accidental y Desmembramiento de Contratistas, Trabajadores, Camioneros e Ingenieros. Si Usted tiene dificultad entendiendo alguna parte de este Sumario de Cobertura, llame al Administrador de Plan al 402-491-3751. Las horas de consulta son de lunes a viernes desde las 8h00 hasta las 16h30.

# GROUP TERM LIFE AND AD&D INSURANCE SUMMARY OF COVERAGE



Contractors, Laborers, Teamsters & Engineers  
GLUG-7R42  
Revised : January 1, 2008  
All eligible employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

Este Sumario de Cobertura proporciona un resumen en Inglés de los beneficios bajo la Póliza para be neficios Muerte Accidental y Desmembramiento y de Vida de grupo de Contratistas, Trabajadores, Camioneros e Ingenieros. Si Usted tiene dificultad entendiendo alguna parte de este Sumario de Cobertura, llame al Administrador de Plan al 402-491-3751. Las horas de consulta son de lunes a viernes desde las 8h00 hasta las 16h30.

<b>BENEFITS</b>	
<b>Guarantee Issue Limit</b>	For You: All Amounts For Your Spouse: All Amounts For Your Dependent Child: All Amounts Subject to any reductions, Guarantee Issue means the amount of insurance applied for which does not require Evidence of Good Health.
<b>Life Insurance Benefit for You</b>	Amount of Life Insurance: \$ 20,000 Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living benefits previously paid under the Policy.

<b>Reductions</b>	<p>Your Life Insurance Benefits will reduce to:</p> <ul style="list-style-type: none"> <li>• 65% at age 65</li> <li>• 45% at age 70</li> <li>• 30% at age 75</li> <li>• 20% at age 80</li> <li>• 15% at age 85</li> <li>• 10% at age 90</li> </ul> <p>If You are age 65 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age.</p> <p>Life Insurance Benefits end on the date of Your retirement.</p>
<b>Accidental Death and Dismemberment Benefit for You</b>	<p>A Principal Sum equal to the amount of Your Life Insurance Benefit.</p> <p>If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.</p>
<b>Life Insurance Benefit for Your Dependent(s)</b>	<p>Spouse, any age: \$ 3,000</p> <p>Child, six months to age 19 (age 23 if in school): \$ 1,000</p> <p>Child, 14 days but less than six months: \$ 100</p> <p>Child, less than 14 days: None</p>
<b>EMPLOYEE PARTICIPANTS</b>	
<b>I. Eligibility</b>	<p>A participant shall become eligible on the first day of the calendar month following the month in which the member had a minimum of 500 hours of employment credited to his/her account by a contributing employer or employers within a continual 5 month period.</p>
<b>II. Effective Date of Individual Coverage</b>	<p>A participant is eligible for benefits the first day he becomes eligible under the Provisions of the Plan.</p>
<b>III. Continuation of Eligibility</b>	<p>(a) Once having become eligible, to remain eligible a participant must be credited with contributions in the amount of 300 hours in the first three months of the five months immediately preceding the month in which his claim arises or 1,200 hours in the first 12 months of the last 14 months immediately preceding the month in which his claim arises.</p> <p>(b) Section (a) of this rule shall not apply if the employee has been ineligible for 12 consecutive months or longer. In that event, the employee shall be required to reinstate his eligibility in accordance with Rule V.</p>
<b>IV. Maintenance of Eligibility of Employees Receiving Benefits</b>	<p>A participant of a participating employer who is eligible and is receiving benefits under this Plan, or who is eligible and entitled to benefits under any Workmen's Compensation or Occupational Disease Law, shall, beginning with the eighth day of his disability, receive 21 hours of contribution credit for each week he is entitled to or is receiving such benefits. This contribution credit accumulation shall cease when said benefits cease or when such contribution credits total 250 hours, whichever occurs first.</p> <p>NOTE: Employees of non-participating employers do not qualify for Rule IV.</p>
<b>V. Reinstatement of Eligibility</b>	<p>(a) In the event a participant loses eligibility due to insufficient hours, as described in Section III, (a), eligibility may be reinstated on the first day of the month following the month in which the member accrues a minimum of 500 hours within a consecutive five (5) month period, provided the break in coverage is less than twelve (12) consecutive months.</p>

	(b) In the event a participant remains eligible for twelve (12) consecutive months, he / she shall be required, in order to re-establish eligibility, to comply with the requirements of the Eligibility Provisions under Section I.
<b>VI. Employment Outside of Jurisdiction</b>	A Contributing Employer may continue to contribute for his eligible employees even though doing work outside the territorial jurisdiction of the applicable Collective Bargaining Agreement, provided the contributing employer continues to be recognized as such by the Trustees, and contributes on each man hour worked.
<b>VII. Termination of Individual Coverage</b>	The coverage of any Eligible Participant shall terminate on whichever of the following dates occurs first : (a)The date the Plan terminates; (b)The date on which the Eligible Participant enters full-time military, naval or air service, or (c)The date the Eligible Participant ceases to be eligible for coverage under the Plan. An Eligible Participant must notify the Fund upon entering military service. The eligibility for benefits of the Eligible Participant and/or his or her Eligible Dependent ceases on the last day of the calendar month in which the Eligible Participant is inducted, enrolled or enlists. If an Eligible Participant notifies the Fund within 180 days from the date of discharge, any accumulated eligibility to the credit of such person shall be reinstated and shall be credited. If the Eligible Participant does not notify the Fund upon entering military service, the Eligible Participant's credited hours will be used to provide continuing benefits until eligibility terminates.
<b>VIII. Change of Eligibility Rules/Benefits</b>	The Trustees, at their discretion, are empowered to change or amend the foregoing Eligibility Rules or benefits at any time.
<b>IX. Contributions by Self-Employed</b>	No contributions will be accepted or benefits afforded to individuals who are self-employed, except participating incorporated owner-operators and such contributions shall not be less than 175 hours per month.
<b>DEPENDENT ELIGIBILITY</b>	
<b>Definition of Dependent</b>	Dependent means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is: <ul style="list-style-type: none"> <li>• Your lawful spouse;</li> <li>• Your natural born or legally adopted child;</li> <li>• Your stepchild living in Your home; or</li> <li>• any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.</li> </ul> A dependent does not include: <ul style="list-style-type: none"> <li>• anyone insured under the Policy as an Employee;</li> <li>• anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);</li> <li>• a child less than age 14 days or who has attained the Limiting Age defined in the Certificate;</li> <li>• anyone who is not a citizen, permanent resident, or lawful resident of the United States;</li> <li>• Your divorced or legally separated spouse;</li> <li>• Your married child(ren);</li> </ul>

	<ul style="list-style-type: none"> <li>• Your child if the child has been legally adopted by another person; or</li> <li>• a child: <ul style="list-style-type: none"> <li>• temporarily living in Your home;</li> <li>• placed in Your home by a social service agency which retains control over the child; or</li> <li>• who has a natural parent in a position to exercise parental responsibility and control.</li> </ul> </li> </ul>
<b>Definition of Limiting Age</b>	Limiting Age means a child's 19th birthday or 23rd birthday if the child is a Full-Time Student.
<b>When a Dependent Becomes Eligible</b>	<p>When both You and Your lawful spouse are eligible for insurance under the Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.</p> <p>When both You and Your lawful spouse are eligible for insurance under the Policy as an Employee, only one of You may insure Your child or children under the Policy.</p> <p>A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:</p> <ul style="list-style-type: none"> <li>• born while You are insured under the Policy; or</li> <li>• insured under a Prior Plan on the day immediately preceding the effective date of the Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;</li> </ul> <p>becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.</p>
<b>When Dependent Insurance Begins</b>	<p>When the Policyholder pays 100% of the cost and, if required We approve Evidence of Good Health, insurance for Your eligible Dependent will begin the later of the day You become insured, or the day You acquire the Dependent.</p> <p>When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Dependent becomes eligible.</p> <p>Insurance for a Dependent, other than a child born while You are insured under the Policy, who is confined in a Hospital as an inpatient, any institution or facility other than a Hospital, or at home and currently under the care or supervision of a Physician on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under the Policy will take effect once the child has reached age 14 days.</p> <p>Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.</p>

	<p>An eligible Dependent will be insured on the latest of the day:</p> <ul style="list-style-type: none"> <li>• You become insured;</li> <li>• You acquire the eligible Dependent; or</li> <li>• You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.</li> </ul> <p>If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health. In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children. During the first enrollment period, if a Dependent was eligible for group life coverage under a Prior Plan immediately prior to the effective date of the Policy but did not elect insurance under such plan, You may enroll the Dependent under the Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the day We determine such evidence is acceptable.</p>
<b>Changes in the Amount of Your Dependent's Insurance</b>	<p><b>Decrease in the Amount of Your Dependent's Insurance</b></p> <p>Any decrease in the amount of Dependent insurance will take effect on the day of the decrease.</p> <p>The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of the Certificate.</p> <p><b>Increase in the Amount of Your Dependent's Insurance</b></p> <p>Any increase in the amount of Dependent insurance will take effect the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the day We approve Evidence of Good Health, if required.</p>
<b>When Dependent Insurance Ends</b>	<p>Dependent insurance will end on the earliest of the:</p> <ul style="list-style-type: none"> <li>• day the Policy terminates;</li> <li>• day any premium contribution for Dependent insurance is due and unpaid;</li> <li>• day a Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);</li> <li>• day Your insurance ends;</li> <li>• day Your insurance is continued without payment of premium; or</li> <li>• day the Dependent is no longer eligible.</li> </ul>
<b>FEATURES</b>	
<b>Living Benefits Option For You</b>	<p>50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed \$ 100,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.</p>
<b>Waiver of Premium</b>	<p>You may be able to continue Life insurance until age 65, without payment of premium, if You become Totally Disabled while insured under the Policy prior to age 60.</p>

<b>Conversion</b>	If any of Your Life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to conditions described in Your Certificate.
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**AD&D BENEFIT SCHEDULE**

The AD&D Benefit is paid if an employee is injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

<b>Loss</b>	<b>Benefit</b>
<ul style="list-style-type: none"> <li>• Life</li> <li>• Both Hands</li> <li>• Both Feet</li> <li>• Entire Sight of Both Eyes</li> <li>• One Hand and One Foot</li> </ul>	Principal Sum
<ul style="list-style-type: none"> <li>• One Hand and Entire Sight of One Eye</li> <li>• One Foot and Entire Sight of One Eye</li> <li>• Speech and Hearing (both ears)</li> </ul>	
<ul style="list-style-type: none"> <li>• Entire Sight of One Eye</li> <li>• Speech or Hearing (both ears)</li> <li>• One Hand or One Foot</li> </ul>	One-half Principal Sum
<ul style="list-style-type: none"> <li>• Loss of Thumb and Index Finger of Same Hand</li> </ul>	One-fourth Principal Sum

## AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: May 15, 2008

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# CERTIFICATE OF INSURANCE

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-7R42 (policy) has been issued to Contractors, Laborers, Teamsters & Engineers (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you and your dependent(s) are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any previous Certificate issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

**THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.**

**SCHEDULE**

The amount of insurance for You and Your dependents will be in accord with Your classification in this Schedule.

**Classification(s)**

All eligible employees

**LIFE INSURANCE  
For You**

**Guarantee Issue Limit:**

For You: All Amounts

For Your Spouse: All Amounts

For Your Dependent Child: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

**Life Insurance Benefits**

Amount of Life Insurance.....\$20,000  
Facility of Payment Amount.....\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Life Insurance Benefits will be reduced as follows:

<b>If You are age:</b>	<b>The Amount of Life Insurance shown above will reduce to:</b>
65 .....	65%
70 .....	45%
75 .....	30%
80 .....	20%
85 .....	15%
90 .....	10%

The reduction will be made on the day You attain the specified age.

If You are age 65 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age.

Life Insurance Benefits end on the date of Your retirement.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance multiplied by the life reduction percentage, reduced by any Living Benefits paid under this Policy.

**Living Benefits Option**

Amount of Living Benefits .....50% of the amount of life insurance  
in force on Your life, but not to exceed \$100,000.

**HEALTH INSURANCE  
For You**

**Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life;  
however, if Your Life Insurance Benefit has been reduced by the  
Living Benefits Option, such reduction will not apply to this  
Accidental Death and Dismemberment Principal Sum.

**LIFE INSURANCE  
For Your Dependents**

**Life Insurance Benefits**

Amount of Life Insurance .....\*See below

\*Life Insurance is based on a dependent’s age at the time of death as follows:

Spouse, any age.....	\$3,000
Child, six months to age 19 (age 23 if in school) .....	\$1,000
Child, 14 days but less than six months .....	\$100
Child, less than 14 days.....	None

## **ELIGIBLE PARTICIPANTS**

### **Benefit Provisions**

#### **I. Eligibility**

A participant shall become eligible on the first day of the calendar month following the month in which the member had a minimum of 500 hours of employment credited to his/her account by a contributing employer or employers within a continual 5 month period.

#### **II. Effective Date of Individual Coverage**

A participant is eligible for benefits the first day he becomes eligible under the Provisions of the Plan.

#### **III. Continuation of Eligibility**

- (a) Once having become eligible, to remain eligible a participant must be credited with contributions in the amount of 300 hours in the first three months of the five months immediately preceding the month in which his claim arises or 1,200 hours in the first 12 months of the last 14 months immediately preceding the month in which his claim arises.
- (b) Section (a) of this rule shall not apply if the employee has been ineligible for 12 consecutive months or longer. In that event, the employee shall be required to reinstate his eligibility in accordance with Rule V.

#### **IV. Maintenance of Eligibility of Employees Receiving Benefits**

A participant of a participating employer who is eligible and is receiving benefits under this Plan, or who is eligible and entitled to benefits under any Workmen's Compensation or Occupational Disease Law, shall, beginning with the eighth day of his disability, receive 21 hours of contribution credit for each week he is entitled to or is receiving such benefits. This contribution credit accumulation shall cease when said benefits cease or when such contribution credits total 250 hours, whichever occurs first.

NOTE: Employees of non-participating employers do not qualify for Rule IV.

#### **V. Reinstatement of Eligibility**

- (a) In the event a participant loses eligibility due to insufficient hours, as described in Section III, (a), eligibility may be reinstated on the first day of the month following the month in which the member accrues a minimum of 500 hours within a consecutive five (5) month period, provided the break in coverage is less than twelve (12) consecutive months.
- (b) In the event a participant remains eligible for twelve (12) consecutive months, he / she shall be required, in order to re-establish eligibility, to comply with the requirements of the Eligibility Provisions under Section I.

#### **VI. Employment Outside of Jurisdiction**

A Contributing Employer may continue to contribute for his eligible employees even though doing work outside the territorial jurisdiction of the applicable Collective Bargaining Agreement, provided the contributing employer continues to be recognized as such by the Trustees, and contributes on each man hour worked.

## **VII. Termination of Individual Coverage**

The coverage of any Eligible Participant shall terminate on whichever of the following dates occurs first:

- (a) The date the Plan terminates;
- (b) The date on which the Eligible Participant enters full-time military, naval or air service, or
- (c) The date the Eligible Participant ceases to be eligible for coverage under the Plan.

An Eligible Participant must notify the Fund upon entering military service. The eligibility for benefits of the Eligible Participant and/or his or her Eligible Dependent ceases on the last day of the calendar month in which the Eligible Participant is inducted, enrolled or enlists. If an Eligible Participant notifies the Fund within 180 days from the date of discharge, any accumulated eligibility to the credit of such person shall be reinstated and shall be credited. If the Eligible Participant does not notify the Fund upon entering military service, the Eligible Participant's credited hours will be used to provide continuing benefits until eligibility terminates.

## **VIII. Change of Eligibility Rules/Benefits**

The Trustees, at their discretion, are empowered to change or amend the foregoing Eligibility Rules or benefits at any time.

## **IX. Contributions by Self-Employed**

No contributions will be accepted or benefits afforded to individuals who are self-employed, except participating incorporated owner-operators and such contributions shall not be less than 175 hours per month.

### **Waiver of Premium Benefit**

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 60. If You are over age 60 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

### **Waiver of Premium Benefit Elimination Period**

The Waiver of Premium Benefit Elimination Period is a period of 9 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

### **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

### **Death While Satisfying the Waiver of Premium Benefit Elimination Period**

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

### **When the Waiver of Premium Benefit Ends**

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 65.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy.

## **RIDER**

### **FAMILY AND MEDICAL LEAVE (As Federally Mandated)**

This Rider is made a part of Group Policy GLUG-7R42.

This Rider is effective on the latest of:

- (a) the effective date of the Policy;
- (b) the day You become insured under the Policy; or
- (c) the date required by Federal law.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control. This Rider shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this Rider.

#### **Definitions**

**Serious Health Condition** has the meaning set forth in the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to the FMLA).

#### **Family and Medical Leave**

If You become eligible for a family or medical leave of absence in accordance with the FMLA, Your insurance coverage may be continued on the same basis as if You were Actively at Work for up to 12 weeks during a 12 month period, as defined by the Policyholder, for any of the following reasons:

- (a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a Serious Health Condition; or
- (c) for Your own Serious Health Condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a Serious Health Condition, the continued coverage may not exceed a combined total of 12 weeks.

#### **Conditions**

1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence for any reason other than Your own Serious Health Condition, You will be considered Actively at Work. However, if You were covered under any prior policy or plan maintained by the Policyholder on the day before Your insurance is to begin, the amount of Your insurance benefits under this Policy will not exceed the amount of benefits that would have been payable under such prior policy or plan.

2. If You begin an FMLA leave of absence after You have been insured under this Policy, the amount of Your insurance benefits will be the same as Your benefits prior to Your FMLA leave, subject to any reductions in benefits in accordance with the terms of the Policy.
3. You are eligible to continue coverage under FMLA if:
  - (a) You have worked for the Policyholder for at least one (1) year;
  - (b) You have worked at least 1,250 hours over the previous 12 months;
  - (c) The Policyholder employs at least 50 employees within 75 miles from Your worksite; and
  - (d) You continue to pay any required premium for Yourself and any eligible dependents in a manner determined by the Policyholder.
4. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the Policy during the time You were not insured. You and any eligible dependents will not be subject to any evidence of good health requirement provided under the Policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
5. You and Your eligible dependents are subject to all conditions and limitations of the Policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
6. If requested by Us, You or the Policyholder must submit proof acceptable to Us that Your leave is in accordance with FMLA.
7. This FMLA continuation is concurrent with any other continuation option.
8. FMLA continuation ends on the earliest of:
  - (a) the day You return to work;
  - (b) the day You notify the Policyholder that You are not returning to work;
  - (c) the day Your coverage would otherwise end under the Policy; or
  - (d) the day coverage has been continued for 12 weeks.

**Important Notice**

Contact the Policyholder for additional information regarding FMLA eligibility.

## DEPENDENT ELIGIBILITY

### Life Insurance Benefits

#### Definitions

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Certificate** means this Certificate of Insurance form and all Riders to this certificate.

**Dependent** means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:

- (a) Your lawful spouse;
- (b) Your natural born or legally adopted child;
- (c) Your stepchild living in Your home; or
- (d) any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

- (a) anyone insured under this Policy as an Employee;
- (b) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (c) a child less than age 14 days or who has attained the Limiting Age defined in this Certificate;
- (d) anyone who is not a citizen, permanent resident, or lawful resident of the United States;
- (e) Your divorced or legally separated spouse;
- (f) Your married child(ren);
- (g) Your child if the child has been legally adopted by another person; or
- (h) a child:
  - (1) temporarily living in Your home;
  - (2) placed in Your home by a social service agency which retains control over the child; or
  - (3) who has a natural parent in a position to exercise parental responsibility and control.

**Evidence of Good Health** means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

- (a) You apply for Dependent coverage after the 31-day limit described within the When Dependent Insurance Begins provision;
- (b) You apply for Dependent coverage in excess of the Guarantee Issue Limit;
- (c) the Dependent was eligible for insurance under a Prior Plan but did not elect such insurance; or

- (d) the Dependent was insured under a Prior Plan but You applied for Dependent coverage under this Policy in excess of the amount insured for under the Prior Plan.

**Full-Time Student** means an insured Dependent child who is attending an accredited high school, trade school, college, university or other institution of learning and is enrolled for a minimum of 12 course credit hours per semester as indicated by evidence acceptable to Us. If the accredited institution of learning establishes full-time status in any other manner, We reserve the right to determine whether the student is an eligible Dependent.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A Hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Incapacitated** with respect to a Dependent child, means that Dependent child is continuously

- (a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
- (b) primarily dependent upon You for financial support and maintenance.

**Limiting Age** means a child's 19th birthday or 23rd birthday if the child is a Full-Time Student.

**Policy** means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group Life insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

### **When a Dependent Becomes Eligible**

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, only one of You may insure Your child or children under this Policy.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:

- (a) born while You are insured under this Policy; or
- (b) insured under a Prior Plan on the day immediately preceding the effective date of this Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;

becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

### **When Dependent Insurance Begins**

When the Policyholder pays 100% of the cost and, if required We approve Evidence of Good Health, insurance for Your eligible Dependent will begin the later of the day You become insured, or the day You acquire the Dependent.

When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is confined in a Hospital as an inpatient, any institution or facility other than a Hospital, or at home and currently under the care or supervision of a Physician on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under this Policy will take effect once the child has reached age 14 days.

Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.

An eligible Dependent will be insured on the latest of the day:

- (a) You become insured;
- (b) You acquire the eligible Dependent; or
- (c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

During the first enrollment period, if a Dependent was eligible for group life coverage under a Prior Plan immediately prior to the effective date of this Policy but did not elect insurance under such plan, You may enroll the Dependent under this Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the day We determine such evidence is acceptable.

## **Changes in the Amount of Your Dependent's Insurance**

### **Decrease in the Amount of Your Dependent's Insurance**

Any decrease in the amount of Dependent insurance will take effect on the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.

### **Increase in the Amount of Your Dependent's Insurance**

Any increase in the amount of Dependent insurance will take effect the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the day We approve Evidence of Good Health, if required.

## **Reinstatement of Dependent Insurance**

To reinstate insurance for a Dependent after insurance has ended, You must submit to Us a written request for reinstatement along with Evidence of Good Health for the Dependent. If such evidence is acceptable to Us, the reinstated insurance will take effect on the date We approve the request for reinstatement.

## **When Dependent Insurance Ends**

Dependent insurance will end on the earliest of the:

- (a) day this Policy terminates;
- (b) day any premium contribution for Dependent insurance is due and unpaid;
- (c) day a Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (d) day Your insurance ends;
- (e) day Your insurance is continued without payment of premium; or
- (f) day the Dependent is no longer eligible.

## **Exceptions to When Dependent Insurance Ends**

### **Incapacitated Child**

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child is:

- (a) insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and
- (b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Dependent Insurance Ends provision, without application of the Limiting Age requirement.

# **LIFE INSURANCE BENEFITS**

## **For You**

### **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

### **Mode of Payment**

We will pay benefits in a lump sum.

### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.
- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and

(2) Your age on the date the policy takes effect.

(d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

(a) \$3,000; or

(b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

(a) You terminate the conversion policy; or

(b) You submit, at Your own expense, evidence of good health acceptable to Us.

## **LIFE INSURANCE BENEFITS**

### **For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)**

#### **Definition**

**Terminal Condition** means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

#### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
4. An Insured Person may receive Living Benefits only once.
5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

#### **Exceptions**

This **Living Benefits** provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.

**NOTE:** Benefits paid under this provision may be taxable. If so, You may incur a tax obligation. As with all tax matters, You should consult a personal tax advisor to assess the impact of this benefit.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

### Definitions

**Accident** means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

**Loss of Hearing** means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Severance** means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

**Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

**TABLE**

<b><u>Loss</u></b>	<b><u>Benefit</u></b>
Loss of Life .....	Principal Sum
Loss of Both Hands .....	Principal Sum
Loss of Both Feet .....	Principal Sum
Loss of Entire Sight of Both Eyes.....	Principal Sum
Loss of Entire Sight of One Eye .....	One-half Principal Sum
Loss of One Hand and One Foot.....	Principal Sum
Loss of One Hand and Entire Sight of One Eye .....	Principal Sum
Loss of One Foot and Entire Sight of One Eye.....	Principal Sum
Loss of Thumb and Index Finger of same Hand .....	One-fourth Principal Sum
Loss of Speech and Hearing (both ears) .....	Principal Sum
Loss of Speech or Hearing (both ears).....	One-half Principal Sum
Loss of One Hand or One Foot .....	One-half Principal Sum

The **Principal Sum** is shown on the **SCHEDULE**.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

**Payment For Loss of Life**

**Beneficiary**

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

**Mode of Payment**

We will pay death benefits in a lump sum.

## **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

## **Payment For Other Than Loss of Life**

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

## **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

## **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.
- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;

- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (l) is caused by You, and is a result of Injuries You receive, while Intoxicated.

## LIFE INSURANCE BENEFITS

### For Your Dependents

#### Benefits

If a dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown in the **Schedule**. Benefits will be payable to you, if you are living. If you are not living, the following will apply.

1. If your spouse dies, benefits will be paid to your spouse's estate.
2. If a child dies, benefits will be paid to your spouse, if your spouse is living. If your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

#### Facility of Payment

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to \$50.00 a month to the adult or adults who, in our opinion, have assumed custody and principal support of the minor.

#### Conversion Privilege

If your spouse's Life Insurance ends:

- (a) because of your death;
- (b) under circumstances where you have the right of conversion; or
- (c) because your life insurance is being continued under the **Continuance of Life Insurance If You Become Totally Disabled** provision;

your spouse may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to your spouse is subject to the following.

1. Your spouse may apply for any of our individual life insurance policies except term insurance. Your spouse may not apply for supplemental coverage.
2. Your spouse may apply for an amount which is not more than the amount of terminated life insurance.
3. The premium for the conversion policy will be at our standard rate for that type of policy, according to:
  - (a) your spouse's class of risk; and
  - (b) your spouse's age on the date the conversion policy takes effect.

4. Your spouse must submit a written application and the first conversion premium to us within 31 days after his or her life insurance ends.

If we issue your spouse a conversion policy and your spouse again becomes eligible for group life insurance under the policy, coverage will become effective only if:

- (a) your spouse terminates the conversion policy; or
- (b) your spouse submits at his or her own expense, evidence of good health acceptable to us.

### **Extended Insurance**

If a dependent dies within 31 days from the day dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the dependent was last insured.

If a conversion policy has been issued to the deceased spouse, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

## **PAYMENT OF CLAIMS**

### **How to File Claims**

Before benefits are paid, we must be given a written proof of loss, as described below. In the event of your death or incapacity, your beneficiary or someone else may give us the proof.

### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When we receive the request, we will send a claim form for filing proof of loss. If we do not send it within 15 days, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, complete and sign the claim form. If a physician must complete part of the claim form, have the physician complete and sign that part.
3. Finally, return the claim form to the Plan Administrator or to us. The claim form is due:
  - (a) within 90 days after the loss occurs; or
  - (b) as soon as reasonably possible, but not later than one year after (a) above, unless the claimant is not legally capable.

### **When Claims are Paid**

Policy benefits will be paid as soon as we receive acceptable proof of loss.

### **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to you except that benefits unpaid at your death may be paid, at our option to:

- (a) your beneficiary; or
- (b) your estate.

If your beneficiary is unable to give a valid release or if benefits unpaid at your death are not more than \$1,000, we may pay up to \$1,000 to any relative of yours who we find is entitled to the benefit.

Any payment made in good faith will fully discharge us to the extent of the payment.

### **Examination and Autopsy**

We sometimes require that a claimant be examined by a physician of our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, we may also require an autopsy. We will pay for this autopsy.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

## As Federally Mandated

### DEFINITIONS

An “**Adverse Benefit Determination**” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person’s eligibility to participate in a plan.

A document, record, or other information will be considered “**Relevant**” to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

### INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

### NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and

- (d) a description of the Policy’s appeal procedures, including the time limits for such procedures and the right of the person submitting the claim to bring a civil action under the Employee Retirement Income Security Act (“ERISA”) following the appeal process.

**APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person’s name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

**APPEAL DECISION**

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim; and
- (d) a statement of the right of the claimant to bring a civil action under ERISA.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## STANDARD PROVISIONS

### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for You or Your dependents.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any Insured Person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

### **Applications**

We may use misstatements or omissions in the application of an Insured Person to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if You or Your dependent are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

### **Legal Actions**

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.

## SUMMARY PLAN DESCRIPTION

### For Contractors, Laborers, Teamsters & Engineers Health and Welfare Plan

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to eligible participants in an employee benefits plan. The employee benefits plan maintained by the Policyholder shall be referred to herein as the "Plan."

This Certificate is Your ERISA Summary Plan Description for the insurance benefits described herein.

Contributions are made by Your employer and, under certain circumstances, by participants as determined by Your employer. Contributions are based on the amount of insurance premiums necessary to provide Plan coverage.

The Plan provides coverage for more than one class of employees.

#### EMPLOYER IDENTIFICATION NUMBER/PLAN NUMBER

E.I.N. 47-0469477	P.N. 501
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#### PLAN ADMINISTRATOR

The Plan is provided through and administered by:

The Board of Trustees for Contractors, Laborers, Teamsters & Engineers  
10334 Ellison Circle  
Omaha, NE 68134  
Phone: 402 491-3751

The benefits under the Plan(s) are fully insured by the insurance company shown on Your Certificate of Insurance under a group insurance policy issued by such Company (the "Policy"). Benefits under the Policy are guaranteed to the extent all Policy provisions are met and subject to all terms and conditions of the Policy (including, but not limited to, all exclusions, limitations and exceptions in the Policy). The insurance company's home office is located at Mutual of Omaha Plaza, Omaha, NE 68175.

#### AGENT FOR SERVICE OF LEGAL PROCESS

Contractors, Laborers, Teamsters & Engineers  
10334 Ellison Circle  
Omaha, NE 68134  
Phone: 402 491-3751

Service of legal process may be served upon the Plan Administrator.

## PLAN YEAR

Each 12-month period beginning on January 1 is a Plan Year for the purposes of accounting and all reports to the United States Department of Labor and other regulatory bodies.

## STATEMENT OF ERISA RIGHTS

As a participant in the Plan, You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

(a) Receive Information About Your Plan and Benefits

- (1) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) **filed** by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- (3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

(b) Prudent Actions by Plan Fiduciaries

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

(c) Enforce Your Rights

If Your claim for a benefit is denied or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, You may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay You up to \$110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or Federal court. In addition, if You disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, You may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if You are discriminated against for asserting Your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in a Federal court. The court will decide who should

pay court costs and legal fees. If You are successful the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees, for example, if it finds Your claim is frivolous.

(d) Assistance with Your Questions

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

### **PLAN DISCLOSURES**

You or Your dependent are entitled to request from the Plan Administrator, without charge, information applicable to the Plan's benefits and procedures. In addition, Your Certificate includes, as applicable, a description of:

- (a) Employee and dependent eligibility requirements;
- (b) when insurance ends;
- (c) state or federal continuation rights; and
- (d) claims procedures; additional details shall be furnished upon request.

### **AUTHORITY TO INTERPRET POLICY**

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder or an Insured Person. Our interpretation of the Policy as to the amount of benefits and eligibility shall be binding and conclusive on all persons.

The Policyholder, as Plan sponsor, agrees that the Policyholder retains full responsibility for the legal and tax status of its benefits program and releases Us from all responsibility for the reporting and the employment-based design of the program and from all other responsibilities not accepted in writing by an officer of Ours.

## **PLAN CHANGES**

The persons with authority to change, including the authority to terminate, the Plan or the Policy on behalf of the Policyholder are the Policyholder's Board of Directors or other governing body, or any person or persons authorized by resolution of the Board or other governing body to take such action. Please refer to the provision in Your Certificate entitled "Changes in the Insurance Contract" for additional information about how the Policy can be changed. The Policyholder is authorized to apply for and accept the Policy and any changes to the Policy on behalf of the Policyholder.

## DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Insured Person** means You and/or Your dependents who are insured under the Policy.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

**Our, We, Us** means the Company shown on Your Certificate of Insurance.

**Rider** means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

**Sickness** means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

**You, Your** means an employee or member who is insured under the Policy.

Group Policy Number GLUG-7R42



**Mutual of Omaha**

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