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**YOUR GROUP  
VOLUNTARY TERM LIFE  
BENEFITS**

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**Grand Valley State University**

**All eligible active employees**

**Effective January 1, 2005**

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## **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

Grand Valley State University  
1 Campus Drive  
Allendale, MI 49401

### **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 GVTL-589A.

## BENEFITS SUMMARY

Grand Valley State University

GVTL-589A

Effective: January 1, 2005

This Benefits Summary provides a brief description of some of the features and benefits of Your group Voluntary Term Life Insurance Plan. This summary is not a contract. For a complete description of the benefits, covered services and exclusions and limitations of the services, refer to the appropriate section of the Certificate.

**Who is Covered:** .....All eligible active employees

**Minimum Work Hours Required:**.....20 hours each week

### Eligibility Waiting Period:

An Employee becomes eligible for insurance under this Policy on the effective date of the Policy, if the Employee has completed the Active Employment qualifying period under the Other Group Plan.

An Employee who is not eligible on the effective date of this Policy or who is hired after the effective date becomes eligible on the day after completion of the Active Employment qualifying period under the Other Group Plan.

### Guaranteed Issue Limit:

For You:..... Lesser of three times your annual salary or \$250,000

For Your Spouse: .....\$50,000

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 insurability.

**Life Insurance Benefit for You:** .....Amounts from \$10,000 to \$500,000  
in \$10,000 increments. In no event shall  
Life Insurance Benefits exceed  
five times your Annual Salary.

### Accidental Death & Dismemberment

**Benefit for You:** .....An amount equal to the Amount of Life  
Insurance in force on Your life

**Reductions:** .....Benefits reduce at a specified age

**Life Insurance Benefit for Your eligible dependents:**

Spouse ..... Your lawful spouse can be insured for amounts of life insurance from \$5,000 to \$150,000 in \$5,000 increments.

Child(ren) ..... Your eligible dependent children can be insured for amounts of life insurance from \$2,000 to \$10,000 in \$1,000 increments.

**Note:** In no event shall the dependent spouse's and/or dependent child(ren)'s Life Insurance Benefit exceed 50% of your Life Insurance Benefit.

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appear in the following order.

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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). GVTL-589A (policy) has been issued to Grand Valley State University (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

## DEFINITIONS

When used in the policy or your certificate:

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

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

**Insured Person** means you and/or your dependents who are insured under the policy.

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

**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).

**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.

**Rider** means a provision added to the policy or your certificate to expand or limit benefits or coverage.

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

### **SCHEDULE**

**Guaranteed Issue Limit:**

For You: Lesser of three times your annual salary or \$250,000

For Your Spouse: \$50,000

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 insurability.

#### **Life Insurance Benefits For You**

You can be insured for amounts of life insurance from \$10,000 to \$500,000 in \$10,000 increments. In no event shall Life Insurance Benefits exceed five times your annual salary.

facility of payment amount .....\*\$500

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

**Annual Salary** means Your basic annual salary or rate of pay as verified by the Policyholder's pay records and premiums We have received. It does not include overtime, bonus or other additional pay.

Life Insurance Benefits will be reduced as follows:

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

This reduction will be made on the first day of the Policy month which coincides with or follows the day You attain the specified age.

If you are age 70 or older on the day you become insured under the policy; the Amount of Life Insurance for which you can apply will be reduced (as shown above) in accord with your attained age. Thereafter, benefits will continue to reduce in accord with the reductions shown above.

If you are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the portability provision will end on the date you attain age 70.

**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.

**Life Insurance Benefits**

**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.

**For Dependent Spouse  
(Under Age 70)**

Your lawful spouse can be insured for amounts of life insurance from \$5,000 to \$150,000 in \$5,000 increments. In no event shall the dependent Life Insurance Benefit exceed 50% of your Life Insurance Benefit.

**For Dependent Children  
(Age 14 Days to 21 Years-  
25 Years if Full-time Student)**

Your eligible dependent children can be insured for amounts of life insurance from \$2,000 to \$10,000 in \$1,000 increments. In no event shall the dependent Life Insurance Benefit exceed 50% of your Life Insurance Benefit.

**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.

# EMPLOYEE ELIGIBILITY

## Life Insurance

### 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.

**Active Employment** or **Actively Employed** means Actively Working on a regular and consistent basis for the Policyholder 20 or more hours each week.

**Actively Working** or **Active Work** means performing the normal duties of a regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will be considered Actively Working on any day that is:

- (a) a regular paid holiday or day of vacation;
- (b) a regular or scheduled non-working day; or
- (c) a day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993;

provided the Employee was Actively Working on the last preceding regular work day.

If an Employee's customary place of employment is at home, the Employee will be considered Actively Working if not confined on that day as described in the Confinement Rule.

### **Confinement Rule**

1. If an eligible Employee is confined due to an Injury or Sickness:

- (a) in a hospital as an inpatient;
- (b) in any institution or facility other than a hospital; or
- (c) at home and under the supervision of a Physician;

insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

2. If an eligible Employee is not:

- (a) confined; and
- (b) available for work because of an Injury or Sickness;

insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

**Employee** means a person who receives compensation from the Policyholder for work performed for the Policyholder.

The term Employee does not include any person performing services for the Policyholder:

- (a) pursuant to an independent contractor relationship with the Policyholder;
- (b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;
- (c) who receives income which is reported by the Policyholder on IRS form 1099;
- (d) on a seasonal basis; or
- (e) on a temporary basis.

**Life Event** means only the following:

- (a) the Employee becomes married or divorced;
- (b) the Employee has a natural-born child, adopts a child or acquires a stepchild or foster child;
- (c) the Employee's spouse's life coverage under another employer's group plan ends because the spouse's employment is terminated; or
- (d) the Employee's dependent spouse dies.

**Other Group Plan** means group insurance, which includes a basic amount of life insurance, issued to the Policyholder by Us or another insurance company.

### **Eligible Employees**

An Employee becomes eligible for insurance under this Policy on the effective date of the Policy, if the Employee has completed the Active Employment qualifying period under the Other Group Plan.

An Employee who is not eligible on the effective date of this Policy or who is hired after the effective date becomes eligible on the day after completion of the Active Employment qualifying period under the Other Group Plan.

### **When Insurance Begins**

An eligible Employee must request insurance by:

- (a) properly completing and signing an enrollment form acceptable to Us; and
- (b) submitting the form to the Policyholder.

### **For Amounts of Insurance NOT in Excess of the Guarantee Issue Limit**

If We receive an Employee's properly completed and signed enrollment form as required under the Other Group Plan or within the time limit specified in the Other Group Plan, the Employee will become insured on the first day of the Policy month which coincides with or follows the later of:

- (a) the end of the qualifying period required by the Other Group Plan; or

- (b) the date the enrollment form is properly completed and signed by the Employee during the time limit required under the Other Group Plan;

provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

### **For Amounts of Insurance in Excess of the Guarantee Issue Limit**

The Employee will become insured on the first day of the Policy month which coincides with or follows the day We approve the statement of physical condition or other evidence of good health for the amount of life insurance applied for which is in excess of the guarantee issue limit, provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

### **Evidence of Good Health**

If We receive an Employee's properly completed and signed enrollment form more than 31 days after the Employee becomes eligible, the Employee must provide Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

If an Employee was eligible for group life coverage under a plan maintained by the Policyholder immediately prior to the effective date of this Policy but did not elect coverage under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

### **Reinstatement of Insurance**

If an eligible Employee wants to reinstate insurance after insurance has ended, the following will apply:

- (a) If insurance ended because the eligible Employee voluntarily let insurance lapse, the Employee must provide evidence of good health to Us. If such evidence is acceptable to Us, We will determine the day insurance begins.
- (b) If insurance ends because the Employee is on a family or medical leave of absence allowed by federal or state law, and the Employee becomes eligible again immediately following the maximum leave of absence period allowed by that law, insurance will be reinstated in accordance with that law.

### **When Your Amount of Insurance Changes**

Any increase in the amount of Your insurance will take effect:

- (a) on the first day of the Policy month which coincides with or follows the day of the change, if We do not require a statement of physical condition or evidence of good health; or
- (b) on the first day of the Policy month which coincides with or follows the day We approve the statement of physical condition or evidence of good health, if such is required;

provided You are Actively Working that day. If You are not Actively Working on the day insurance would otherwise begin, the insurance will begin on the first day of the Policy month which coincides with or follows the day You return to Active Work.

If You want to change Your amount of life insurance due to a Life Event, You must make written request for such change within 31 days of the Life Event. Evidence of good health is not required if the Amount of Life Insurance does not exceed the Guarantee Issue Amount shown in the **Schedule**.

You cannot increase the amount of Your insurance after the day You are no longer Actively Employed. Any decrease in the amount of Your insurance will take effect at midnight on the last day of the month for which premium is paid. The amount of Your insurance cannot be decreased to an amount less than \$10,000. Any reductions due to age, as shown in the **Schedule**, will still apply.

### **When Your Insurance Ends**

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

- (a) the day the Policyholder withdraws insurance;
- (b) the day any premium contribution for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or
- (d) the last day of the Policy month in which You are no longer eligible. You will no longer be eligible when the earliest of the following occurs:
  - (1) Your employment with the Policyholder ends;
  - (2) You are not Actively Employed; or
  - (3) You do not satisfy any other eligibility condition described in this Policy.

### **Continuation of Life Insurance and Accidental Death and Dismemberment Benefits**

Upon uninterrupted payment of premium to Us, You may continue insurance in accordance with this provision after insurance would otherwise end. You should contact the Policyholder to determine the amount of contribution You are required to make in order to continue insurance.

### **Layoff or Leave of Absence**

Your insurance will continue until the last day of the month in which You have been laid off or go on a leave of absence approved by the Policyholder.

### **Disability Elimination Period**

Your insurance will continue during the Disability Elimination Period as long as You remain Totally Disabled. The Disability Elimination Period is the nine consecutive months of Total Disability beginning on the date You first become Totally Disabled.

If Your employment or membership in a class ends, or if this Policy or a class terminates during Your Disability Elimination Period, You may apply for an individual life insurance conversion policy according to the terms of the **Conversion Privilege** provision in this Policy. If Your proof of Total Disability is accepted by Us in accordance with the **Continuation of Life Insurance Benefits Due to**

**Total Disability** provision, You may surrender Your conversion policy and premiums paid for such policy will be refunded.

If You die during the Disability Elimination Period, and We determine that You were Totally Disabled on the day before the date of Your death, benefits under this Policy will be paid to Your beneficiary. If a conversion policy has been issued to You, We will pay benefits under the **Continuation of Life Insurance Benefits Due to Total Disability** provision:

- (a) upon Our acceptance of Your proof of Total Disability in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision; and
- (b) upon Your death during the Disability Elimination Period,

only if the conversion policy is surrendered or terminated without claim. We will refund all paid conversion policy premiums if Your conversion policy is surrendered or terminated for this reason.

After completing the Disability Elimination Period, You may continue Your insurance in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

If You are eligible for continuation of Life Insurance Benefits during the Disability Elimination Period, Accidental Death and Dismemberment Benefits will be continued under the same conditions as for Life Insurance Benefits; however, Accidental Death and Dismemberment Benefits shall automatically terminate on the earlier of:

- (a) the completion of the Disability Elimination Period; or
- (b) the date You are no longer Totally Disabled.

#### **Continuation of Life Insurance Benefits Due to Total Disability**

If You are Totally Disabled, Your Life Insurance Benefits will not end in accordance with the **When Your Insurance Ends** provision, but will be continued without payment of premium provided:

- (a) the Total Disability began while You were insured under this Policy;
- (b) the Total Disability began before You reached age 60;
- (c) You have completed Your Disability Elimination Period; and
- (d) Proof of the Total Disability is given to Us as described in the following paragraphs.

You must notify Us in writing of Your Total Disability during the Disability Application Period. The Disability Application Period is the nine consecutive months of Total Disability beginning on the date You first become Totally Disabled. After receiving Your notification, We will send You an Initial Proof of Total Disability form for You and Your Physician to complete. You must return this form to Us within 90 days after receipt. Upon Our satisfactory acceptance of Your initial proof of Total Disability, Your Life Insurance Benefits will continue without payment of premium for at least one year as long as You continue to be Disabled.

After You have completed Your Disability Elimination Period, We will periodically send You a Subsequent Proof of Disability form for You and Your Physician to complete. If Your Subsequent Proof of Disability is not acceptable to Us, You will be notified in writing, otherwise Your Life Insurance Benefits will be continued without payment of premium for at least one year, as long as You continue to be Disabled.

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 disability and once a year thereafter.

Your continued Life Insurance Benefits is the amount of insurance in force on the day insurance would have otherwise ended. However, continued Life Insurance Benefits provided under this **Continuation of Life Insurance Benefits Due to Total Disability** provision shall be reduced or terminated in accordance with the terms of the **Schedule**.

If you are eligible to continue Your insurance under this provision, You will not be eligible for the Portability provision.

### **When Continuation of Life Insurance Ends**

#### **Total Disability**

Your continued insurance will end at midnight at the main office of the Policyholder on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after an Initial or Subsequent Proof of Total Disability form is sent to You, but not returned to Us;
- (c) the day You fail to attend an examination or cooperate with an examiner in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision; or
- (d) the day You reach age 65.

When Your Total Disability ends, You have 31 days to convert Your insurance to an individual life insurance conversion policy; but Your conversion insurance will end if You again become insured under this Policy. A conversion policy may only be obtained in accordance with the **Conversion Privilege** provision in this Policy.

#### **Layoff or Leave of Absence**

Your continued insurance will end at midnight at the main office of the Policyholder on the earliest of:

- (a) the day this Policy ends;
- (b) the day any premium contribution for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (d) the day You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (e) on the last day of the month in which You have been laid off or go on a leave of absence approved by the Policyholder.

### **Portability**

If Your insurance ends because:

- (a) Your employment ends; or

- (b) in accordance with (a) or (d) of the **When Your Insurance Ends** provision;

You may continue insurance under the Policy without giving information about Your health, subject to the following conditions:

- (a) You must make written request to continue the life insurance benefits then in effect;
- (b) You must submit Your written request and Your first premium to Us within 31 days after Your insurance ends; and
- (c) You cannot increase the amount of insurance while coverage is being continued under the Policy.

If You are eligible to continue Your insurance under this provision, You will not be eligible for the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

In the event the Policyholder withdraws participation under this Policy and within 31 days obtains a similar group plan for its Employees with another carrier, existing certificate holders will NOT be eligible to elect portability under this provision.

This **Portability** provision applies to Life and Accidental Death and Dismemberment Insurance Benefits.

### **When Portability Ends**

Your insurance will end under the **Portability** provision at midnight at the main office of the Policyholder on the earliest of:

- (a) the day You become 70 years of age;
- (b) the day any premium contribution for Your insurance is due and unpaid; or
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less).

**RIDER**  
**FAMILY AND MEDICAL LEAVE**  
**as Federally Mandated**

This rider is made a part of Group Policy GVTL-589A.

This rider is effective on the later of:

- (a) the effective date of the policy; or
- (b) the date required by Federal law.

If the provisions of this rider and those of the policy or Your certificate do not agree, the provisions of this rider will apply.

**Family and Medical Leave**

If You become eligible for a family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to such Act) Your insurance coverage may be continued on the same basis as if You were an Actively at Work employee for up to 12 weeks during the 12 month period, as defined by Your employer, 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 You will be considered Actively at Work. Insurance for You and any eligible dependents (if applicable) will begin in accordance with the terms of the policy. However, if Your leave of absence is due to a serious health condition, benefits for that condition will not be payable to the extent benefits are payable under any prior group plan.
2. You are eligible to continue coverage under FMLA if:
  - (a) You have worked for Your employer for at least one year;
  - (b) You have worked at least 1,250 hours over the previous 12 months;
  - (c) Your employer 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 (if applicable) in a manner determined by Your employer.
3. 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 insured dependents (if applicable) 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.
  4. You and Your dependents (if applicable) 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.
  5. If requested by Us, You or Your employer must submit proof acceptable to Us that Your leave is in accordance with FMLA.
  6. This FMLA continuation is concurrent with any other continuation option except for COBRA, if applicable.
  7. FMLA continuation ends on the earliest of:
    - (a) the day You return to work;
    - (b) the day You notify Your employer 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.

### **Definitions**

**Prior Group Plan** means the group plan providing similar benefits (whether insured or self-insured plans provided by the Policyholder) in effect immediately prior to the effective date of this policy.

**Serious Health Condition** is defined as stated in the FMLA.

### **Important Notice**

Contact Your employer for additional information regarding FMLA.

## **DEPENDENT ELIGIBILITY**

### **Life Insurance**

#### **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.

**Dependent** means:

- (a) Your lawful spouse, who is less than age 70;
- (b) Your child who is:
  - (1) natural-born;
  - (2) legally adopted;
  - (3) a stepchild living in Your home; or
- (c) a child:
  - (1) You are raising as Your own child;
  - (2) who is living in Your home and chiefly dependent on You for support; and
  - (3) for whom You have full parental responsibility and control,all as indicated by evidence acceptable to Us.

The term **Dependent** does not include:

- (a) anyone insured under this Policy as an Employee;
- (b) anyone who enters the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (c) Your divorced or legally separated spouse;
- (d) Your married child(ren);
- (e) Your child who has been legally adopted by another person;
- (f) any child who has attained the Limiting Age; or
- (g) 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 or share parental responsibility and control.

**Life Event** means only the following:

- (a) the Employee becomes married or divorced;
- (b) the Employee has a natural-born child, adopts a child or acquires a stepchild or foster child;
- (c) the Employee's spouse's life coverage under another employer's group plan ends because the spouse's employment is terminated; or

- (d) the Employee's dependent spouse dies.

**Limiting Age** means:

- (a) the child's 21st birthday; or
- (b) the child's 25th birthday, if the child is attending an accredited high school, trade school, college or university as a full-time student.

**Other Group Plan** means group insurance, which includes a basic amount of life insurance, issued to the Policyholder by Us or another insurance company.

**Eligible Dependents**

Your Dependent becomes eligible on the later of:

- (a) the day You become eligible under this Policy; or
- (b) the day You acquire Your Dependent.

To insure Your Dependent under this Policy, You must be insured. If Your insurance ends, any Dependent insurance will also end, except as provided under the Portability provision.

Your newborn child, born while You are insured under this Policy, is eligible for insurance from birth. Benefits will begin at the age of 14 days as shown in the **Schedule**.

When both parents of a child are insured under this Policy as Employees, the child can only be insured as a Dependent of one parent.

**When Dependent Insurance Begins**

If an Employee wants to insure a current or newly acquired Dependent, the Employee must request Dependent insurance by:

- (a) properly completing and signing an enrollment form acceptable to Us that includes information regarding each Dependent for whom insurance is requested; and
- (b) submitting the form to the Policyholder.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. The Employee must apply for the same amount of insurance for each eligible Dependent child. Dependent insurance begins on the date shown on Your Certificate Validation Form.

We will require evidence of good health if coverage applied for is in excess of our Guarantee Issue Limit, which is shown on the Schedule.

**For Amounts of Insurance NOT In Excess of the Guarantee Issue Limit**

If We receive an Employee's properly completed and signed enrollment form for Dependent insurance, as required under the Other Group Plan or within the time limit specified in the Other Group Plan, the Dependent will become insured on the first day of the Policy month which coincides with or follows the later of:

- (a) the end of the qualifying period required by the Other Group Plan; or

- (b) the date the enrollment form is properly completed and signed by the Employee during the time limit required under the Other Group Plan,

provided the Dependent is not confined or disabled (as described in the Confinement/Disability Rule) on that day.

### **For Amounts of Insurance In Excess of the Guarantee Issue Limit**

The Dependent will become insured on the first day of the Policy month which coincides with or follows the day We approve the statement of physical condition or other evidence of good health for the amount of life insurance applied for which is in excess of the guarantee issue limit, provided the Dependent is not confined or disabled (as described in the Confinement/Disability Rule) on that day.

### **Evidence of Good Health**

If You make a request to insure a Dependent after the 31-day limit, You must provide Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

If a Dependent was eligible for group life coverage under a plan maintained by the Policyholder immediately prior to the effective date of this Policy but did not elect coverage under such plan, You may enroll Your Dependent for insurance under this Policy if the Dependent is otherwise eligible and provides Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

### **Reinstatement**

If You want to reinstate insurance for Your Dependent after insurance has ended, the following will apply:

- (a) If insurance ended because You voluntarily let Dependent insurance lapse, You must provide evidence of good health of the Dependent to Us. If such evidence is acceptable to Us, We will determine the day insurance begins.
- (b) If insurance ended because You are on a family or medical leave of absence allowed by federal or state law, and You become eligible again immediately following the period allowed by that law, Dependent insurance will be reinstated in accordance with that law.

### **Confinement/Disability Rule**

Insurance for a Dependent who:

- (a) is hospital confined;
- (b) is confined in any institution or facility (other than a hospital) or at home or elsewhere due to an Injury or Sickness; or
- (c) is Disabled either physically or mentally, to the extent of:
  - (1) being unable to perform all of the usual and customary duties and activities (the “normal activities”) of a person of the same age and sex who is in good health; and/or
  - (2) not being able to engage in any work or occupation for wages or profit;

will not take effect in the case of paragraphs (a) or (b) above, until such confinement ends and/or is no longer medically necessary, as determined by Our medical staff and/or an independent medical review, and in the case of paragraph (c) above, until the full resumption of all normal activities and/or returns to work.

Paragraph (c) of the Confinement/Disability Rule does not apply to Your eligible Dependents:

- (1) insured under a group life plan sponsored by the Policyholder on the day immediately preceding the effective date of this Policy; and
- (2) insured by Us on the effective date of this Policy.

### **Change in the Amount of Dependents Insurance**

Any change in the insurance of a Dependent will not take effect:

- (a) in the event of an increase in coverage and if the Dependent is not confined or disabled (as described in the Confinement/Disability Rule), until:
  - (1) the first day of the Policy month which coincides with or follows the change if We do not require evidence of good health; or
  - (2) the first day of the Policy month which coincides with or follows the day We approve the evidence of good health, if such is required and ; or
- (b) in the event of a decrease in coverage, on the day of the change.

The Employee cannot increase the amount of Dependent insurance after the date You are no longer Actively Employed.

### **When Dependent Insurance Ends**

Dependent insurance will end at midnight at the main office of the Policyholder on the earliest of:

- (a) the day the Policyholder withdraws insurance;
- (b) the day any premium contribution for Dependent insurance is due and unpaid;
- (c) the day before a Dependent enters the Armed Forces on active duty (except for temporary active duty of two weeks or less);
- (d) the day Dependent insurance under this Policy ends because of lack of participation;
- (e) the day Your insurance ends;
- (f) the last day of the Policy month in which the Dependent is no longer eligible.

### **Portability**

If You elect to continue insurance under the Policy, You may also continue insurance for Your Dependents without giving Us information about their health, subject to the following:

- (a) Your spouse must be less than age 70;
- (b) You must make written request and pay the first premium to Us within 31 days after You elect to continue Your Dependent insurance;

- (c) You cannot increase the amount of Your Dependent's insurance while insurance is being continued under the Portability provision of this Policy; and
- (d) the continuance of Your Dependent insurance is subject to the When Dependent Insurance Ends provision.

In addition, a Dependent spouse who is no longer eligible under the Policy may elect to continue insurance for themselves and their eligible Dependent children, subject to the following:

- (a) Your spouse must be less than age 70;
- (b) the spouse must make written request and pay the first premium to Us within 31 days following the day they are no longer eligible under the Policy;
- (c) the spouse cannot increase the amount of their insurance while insurance is being continued under the Portability provision of this Policy; and
- (d) the continuance of insurance is subject to the When Dependent Insurance Ends provision.

**NOTE:** A Dependent child may be eligible for continued insurance (Portability) with either parent, but not both.

### **When Portability Ends**

Your insurance will end under the **Portability** provision at midnight at the main office of the Policyholder on the earliest of:

- (a) the day Your Dependent spouse becomes 70 years of age;
- (b) the day any premium contribution for insurance is due and unpaid; or
- (c) the day before Your Dependent spouse enters the Armed Forces on active duty (except for temporary active duty of two weeks or less).

# LIFE INSURANCE BENEFITS

## For You

### Benefits

If you die while insured under this provision, we will pay the **Amount of Life Insurance** shown on the Certificate Validation Form. 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:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
  - (1) another mode of payment is requested as described below; and
  - (2) we agree to it in writing.

### Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed unless this right has been given up. 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**.

We may also make monthly payments of not more than \$50.00 to someone other than a beneficiary if:

- (a) the beneficiary is a minor or, in our opinion, does not have the legal capacity to sign a receipt for payment; and
- (b) there is no court-appointed guardian or conservator.

We will make these payments to the person or institution who cares for or supports the beneficiary until claim is made for the remainder of the proceeds by a court-appointed guardian or conservator.

## **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) \$3,000.00; 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)**

#### **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**

- (a) To be insured for Living Benefits, you must be insured for Life Insurance Benefits.
- (b) We may require your beneficiary's, and in community property states, your spouse's written consent before Living Benefits are paid.
- (c) Your Life Insurance Benefits and the amount you may convert in accordance with the life Conversion Privilege will be reduced by the Living Benefit amount paid under this provision.
- (d) An insured person may receive Living Benefits only once.

#### **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, our medical staff, or a qualified party selected by us.

#### **Exceptions**

This Living Benefits provision will not apply:

- (a) when you have irrevocably assigned your Life Insurance Benefits;
- (b) when all or a portion of your Life Insurance Benefits are to be paid to your former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted injury or suicide attempt;
- (d) if your Life Insurance ends;
- (e) if the required premium is due and unpaid;
- (f) to any basic life insurance benefits to which you may be entitled; or
- (g) if the Master Policy ends.

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

# **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 **Certificate Validation Form**. 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 dependent'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 (if provided in this policy);

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

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

1. Your dependent may apply for any of our individual life insurance policies except term insurance. Your dependent may not apply for supplemental coverage.
2. Your dependent 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 dependent's class of risk; and
  - (b) your dependent's age on the date the conversion policy takes effect.

4. Your dependent 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 dependent a conversion policy and your dependent again becomes eligible for group life insurance under the policy, coverage will become effective only if:

- (a) your dependent terminates the conversion policy; or
- (b) your dependent 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 dependent, 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.

## **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-589A.

This rider is effective the later of January 1, 2005, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

### **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

### Benefits

If, while insured under this provision, You are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes, We will pay the Benefit shown in the Table below for any of the following losses:

**TABLE**

<u>Loss</u>	<u>Benefit</u>
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 in the **Schedule**.

If the Injury causes more than one loss, We will pay only the **largest** Benefit.

### Definitions

**Accident** means a sudden, unexpected 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.

**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 Sight** means the total, 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.

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

**Loss of a Thumb and Index Finger** means complete 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.

### **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:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
  - (1) another mode of payment is requested as described below; and
  - (2) We agree to it in writing.

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

The beneficiary and mode of payment may be changed unless this right has been given up. 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.

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

Benefits payable under this provision for any loss other than 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.

**Exceptions**

We will not pay for any loss which:

- (a) is not permanent;
- (b) 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.

- (c) does not result from an Accident;
- (d) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (e) results from injuries You receive in any aircraft other than while riding as a passenger in a commercial aircraft on a regularly scheduled flight; or while:
  - (1) operating;
  - (2) riding as a passenger in; or
  - (3) boarding or leaving;

any aircraft while You are Traveling on Business of the Policyholder, provided the aircraft:

- (1) has a current and valid FAA (Federal Aviation Administration of the United States) standard air worthiness certificate; and
  - (2) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft;
- (f) results in injuries You receive while riding in any aircraft engaged in:
    - (1) racing;
    - (2) endurance tests; or
    - (3) acrobatic or stunt flying;
  - (g) 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;

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

- (h) is caused by You, and is a result of injuries You receive, while Intoxicated;

**Note:** Intoxicated means Your blood alcohol level at death or dismemberment equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs; or

- (i) is excluded under the General Exclusions and Limitations.

## **GENERAL EXCLUSIONS AND LIMITATIONS**

**These General Exclusions and Limitations do not apply to any Life Insurance Benefits provisions.**

We do not pay under the Accidental Death and Dismemberment Benefits provisions for:

- (a) any loss which 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) any loss resulting from the insured person's participation in a riot or in the commission of a felony;
- (c) any loss which results from an act of declared or undeclared war or armed aggression; or
- (d) any loss:
  - (1) which 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
  - (2) for which any governmental body or its agencies are liable.

## **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.

## **CLAIM REVIEW AND APPEAL PROCEDURES**

**(As Federally Mandated)**

For Group Policy GVTL-589A, this provision is effective the later of:

- (a) the effective date of the Policy; or
- (b) the date required by Federal law.

### **Claim Review Procedures**

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. Please refer to the Payment of Claims provision of the Policy.

In the event an extension is necessary due to matters beyond Our control, We will notify the person submitting the claim of the extension and the circumstances requiring the extension. Extensions are limited as set forth below.

If an extension is necessary due to failure to submit complete information, We will notify the person submitting the claim of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below.

We may contact the person submitting the claim at any time for additional details about the processing of the claim.

### **Claim Review Decisions**

- (a) Initial review: We will notify the person submitting the claim of Our claim decision within 45 days after Our receipt of the claim, unless additional information is requested as set forth below;
- (b) Extension period: 30 days; and
- (c) Maximum number of extensions: two.

If additional information is needed, We will notify the person submitting the claim within 30 days of Our receipt of the claim. Once Our request for additional information is received, the person submitting the claim will have 45 days to submit the additional information to Us. We will have a total of 105 days (which includes an additional 30-day extension, if necessary, due to circumstances beyond Our control) to process the claim. If We do not receive the additional information within the specified time period, We will make Our determination based on the available information.

### **Claim Denials**

If a claim is denied or partially denied, the person submitting the claim will receive a written or electronic notice of the denial that will include:

- (a) the specific reason(s) for the denial;

- (b) reference to the specific Policy provisions on which the denial is based;
- (c) if applicable, a description of any additional material or information necessary to complete the claim and the reason We need the material or information;
- (d) a description of the appeal procedures; including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- (e) any other information which may be required under state or federal laws and regulations.

### **Opportunity To Request An Appeal**

The person submitting the claim may appeal Our claim review decision in accordance with this Claim Review and Appeal Procedures provision. As part of the appeal, We will perform a full and fair review of the decision.

The request for an appeal can be submitted to Us in writing, electronically, or orally and should include any additional information that the person submitting the claim believes should have been considered by Us.

The request for an appeal should include:

- (a) the name of the person for whom the claim has been submitted;
- (b) the name of the person filing the appeal;
- (c) the policy number; and
- (d) the nature of the appeal.

We will establish and maintain procedures for hearing, researching, recording and resolving any appeal. The notification of Our claim review decision will include instructions on how and where to submit an appeal.

The person submitting the claim will:

- (a) have 180 days from receipt of notification to submit a request for an appeal;
- (b) be provided the opportunity to submit written comments, documents, records and other information relating to the claim; and
- (c) be provided, upon request and free of charge, reasonable access to and copies of documents, records and other information relevant to the claim.

In reviewing the appeal, We will consider all comments, documents, records and other information submitted without regard to whether such information was submitted or considered in the claim decision.

A request for an appeal authorizes Us, or anyone designated by Us, to review records relevant to the claim.

## **Our Response To An Appeal**

Once We receive a request for an appeal, We will respond within 45 days, unless additional information is requested. If additional information is requested, the following extensions apply:

- (a) extension period: 45 days; and
- (b) maximum number of extensions: one.

We will have a total of 90 days to process the appeal.

When We make Our decision, the person submitting the claim will be provided with:

- (a) information regarding Our decision; and
- (b) information regarding other internal or external appeal or dispute resolution alternatives, if available, including any required state mandated appeal rights.

## 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 is 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.





Group Policy Number GVTL-589A



**Mutual of Omaha**