



ASSURANT
Employee
Benefits

Group Benefits

City of Gainesville

Voluntary Life and AD&D

**CERTIFICATE OF
GROUP INSURANCE**

Union Security Insurance Company certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Schedule. This Certificate is subject to the provisions of the below numbered *policy* issued by Union Security Insurance Company to the *policyholder*.

Policyholder: City of Gainesville

Group Policy Number: 4,029,908

Participation Number: 0

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.

A handwritten signature in black ink that reads "Michael J. Peninger". The signature is written in a cursive, flowing style.

Executive Vice-President

The Insurance in this Certificate is
not in force unless this space is covered by a
Schedule sticker, Form SCHED

NOTICE

If you have any questions about your insurance, please contact us at:

800.733.7879

Union Security Insurance Company
Customer Relations
P.O. Box 419596
Kansas City, Missouri 64141-9958

When contacting us, please have your policy number or participation number available.

NOTICE

This certificate provides life insurance for the employees and dependents, if applicable. The employee will be given a copy of the group enrollment application. The benefits are payable to the *beneficiary* of record designated by the employee.

SCHEDULE

Life Insurance for You

1. If you have not reached age 70 you may choose an amount of insurance equal to any multiple of \$10,000. The minimum amount of insurance is \$20,000.*
2. If you have reached age 70, but not age 75, the amount of insurance will be 67% of the amount chosen in 1. above.*
3. If you have reached age 75 or more, your amount of insurance will be 67% of the amount shown in 2. above.*

You may choose to change your amount of insurance with our approval, from October 1 through October 31 of each year, the annual enrollment period agreed upon by the *policyholder* and us.* You must submit *proof of good health* for any such increase in excess of either the Maximum Amount Without Proof of Good Health, or in excess of \$10,000 annually. Once *proof of good health* has been submitted and approved, you may elect to increase your amount, during the next 5 consecutive annual enrollment periods, by \$10,000 annually, without submitting additional *proof of good health*.

* Your maximum amount of insurance is the lesser of \$500,000 or 500% of your *annual pay*. The amount will be rounded to the next higher multiple of \$10,000, if not already an exact multiple. Any reduction will be subject to the other provisions of the *policy* and will also apply if your insurance is continued during *disability*.

Annual pay means your basic yearly pay from the *policyholder* or an *associated company*, and is computed on a yearly basis. Bonuses, overtime, and other compensation not considered by us as basic wages or salary are not included. However, commissions received during the prior full calendar year will be included. If you have been eligible to receive commissions for less than a full calendar year, *annual pay* will include commissions received during the time you were eligible to receive them.

If you are an hourly employee, *annual pay* will be based on your hourly rate of pay, but not on more than 40 hours per week.

However, the amount of *life insurance* may be limited by the Proof of Good Health provision.

Maximum Amount Without Proof of Good Health: \$150,000

Any reduction based on age will apply to the amount of insurance in force, taking into account the Proof of Good Health provision.

Amount of Accelerated Benefit

With the written consent of the *beneficiary(ies)*, you may choose an amount of *accelerated benefit* up to 80% of your *life insurance*. Without the written consent of the *beneficiary(ies)*, you may choose an amount of *accelerated benefit* up to 50% of your *life insurance*. The amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple, and may never be less than \$5,000 or more than \$250,000.

Amount of Accidental Death and Dismemberment Insurance

The maximum amount of *accidental death and dismemberment insurance* is equal to the amount of *life insurance* in effect at the time of the loss.

SCHEDULE (continued)

Amount of Automobile Accident Benefit

The maximum amount of automobile accident benefit is equal to 20% of the amount of *accidental death and dismemberment insurance* in effect at the time of the loss, subject to a maximum of \$100,000.

Amount of Higher Education Benefit: \$3,000

Change Date: For any decrease, the Change Date will be the date of the change. For any increase in salary, or change in age or other status, the Change Date will be the policy anniversary occurring on or after the date of the change. For any other increase, the Change Date will be the policy anniversary occurring on or after the date of the change or, if later, the first of the month occurring on or after the date of our correspondence notifying you of our approval of your *proof of good health*, if required.

Life Insurance for Your Dependents

1. You may choose an amount of dependent *life insurance* for your *covered dependent* spouse equal to any multiple of \$5,000 subject to a maximum of \$250,000.
2. You may choose an amount of dependent *life insurance* for each *covered dependent* child according to age as follows:

<u>Age</u>	<u>Amount</u>
Live birth but less than age 19 or less than age 25 if a full-time student	A <i>covered person</i> may choose \$1,000, \$5,000, or \$10,000

You may choose to change a *covered dependent's* amount of insurance during the annual enrollment period, with our approval. *Proof of good health* must be submitted for any increase.

The amount of insurance for a dependent will not be more than 1/2 your amount of insurance.

However, the amount of dependent *life insurance* may be limited by the Proof of Good Health provision.

Dependent Maximum Amount Without Proof of Good Health: Spouse--\$50,000; Child--\$10,000

Amount of Dependent Accelerated Benefit (spouse only)

With the written consent of your spouse, you may choose an amount of *dependent accelerated benefit* up to 80% of your spouse's dependent *life insurance*, rounded to the next higher multiple of \$1,000, if not already an exact multiple. The amount may never be less than \$5,000 or more than \$200,000.

Dependent Change Date: For any decrease, the Dependent Change Date will be the date of the change. For any change in age or other status, the Dependent Change Date will be the policy anniversary occurring on or after the date of the change. For any increase, the Dependent Change Date will be the policy anniversary occurring on or after the date of the change or, if later, the first of the month occurring on or after the date of our correspondence notifying you of our approval of the *eligible dependent's proof of good health*, if required.

Plan Changes

You may also change your plan, or apply for insurance, within 31 days after a life event. The effective date of any change will be the first of the month occurring on or after the later of the date of the request or the date of our correspondence notifying you of our approval of your or your *eligible dependent's proof of good health*, if required. A "life event" means your marriage or divorce, the death of your spouse or child, the birth or adoption of your child, or the termination of employment of your spouse. Following a life event, you must submit *proof of good health* when applying for insurance, or increasing existing insurance, for yourself and for any dependent. However, if dependent *life insurance* is being applied for

SCHEDULE (continued)

within 31 days after your dependent first becomes an *eligible dependent*, *proof of good health* will only be required for any amount in excess of the Dependent Maximum Amount Without Proof of Good Health.

Survivor Financial Counseling Service

You or your *beneficiary* may be eligible for a survivor financial counseling service through a third-party vendor if, at the time of the claim, we have a contract in effect with a financial counseling provider, and if:

- your *beneficiary* is eligible for a *life insurance* benefit of at least \$50,000; or
- you are eligible for a dependent *life insurance* benefit of at least \$50,000; or
- you apply and qualify for an accelerated benefit of at least \$50,000.

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GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns "we", "us", "our", "you", and "your" are not *italicized*.

Active work means working *full-time* for the *policyholder* or an *associated company* at your usual place of business.

Associated company means any company shown in the *policy* which is owned by or affiliated with the *policyholder*.

Contributory means you pay part or all of the premium.

Covered dependent means an *eligible dependent* who is insured under the *policy*.

Covered person means an eligible employee or member of the *policyholder*, or an *associated company* who has become insured for a coverage.

Doctor means a person, other than you, acting within the scope of his or her license to practice medicine and perform surgery.

Eligible class means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

Full-time means working at least 20 hours per week, unless indicated otherwise in the *policy*.

Home office means our office in Kansas City, Missouri.

Injury means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane or insane.

No-fault motor vehicle coverage means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

Noncontributory means the *policyholder* pays the premium.

Policy means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

Policyholder means the entity to whom the *policy* is issued.

Proof of good health means evidence acceptable to us of the good health of a person.

We, us, and our mean Union Security Insurance Company.

You and your mean an employee or member of the *policyholder* or an *associated company* who has met all the eligibility requirements for a coverage.

DEFINITIONS FOR LIFE INSURANCE

Accelerated benefit means the group term life accelerated benefit under the *policy* issued by us to the *policyholder*. *Accelerated benefits* do not apply to any insurance under the *policy* other than group term life insurance.

Accidental death and dismemberment insurance means the group accidental death and dismemberment insurance under the *policy* issued by us to the *policyholder*.

Activity of daily living or *activities of daily living* means:

- bathing – washing yourself by sponge bath or in a tub or shower, including the task of getting in and out of the tub or shower, with or without equipment or adaptive devices;
- dressing – putting on and taking off all of your items of clothing and any medically necessary braces or artificial limbs, with or without equipment or adaptive devices;
- toileting – getting to and from and on and off the toilet, with or without equipment or adaptive devices, and performing associated personal hygiene;
- transferring – moving into or out of a bed, chair or wheelchair, with or without equipment or adaptive devices;
- continence – the ability to maintain control of bowel or bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag); and
- eating – getting food or fluids into the body, with or without equipment or adaptive devices.

Assistance means hands-on, standby, or verbal assistance by another person without which you would be unable to safely and completely perform the *activity of daily living*.

Beneficiary means the person or entity you choose to receive your amount of insurance at your death.

Conversion policy means a policy of individual life insurance which may be issued to you by us when part or all of your group *life insurance* ends, as described in the Conversion to an Individual Policy provision.

Dependent accelerated benefit means the group term dependent life accelerated benefit under the *policy* issued by us to the *policyholder*. *Dependent accelerated benefits* do not apply to any insurance under the *policy* other than dependent *life insurance* for your *covered dependent spouse*.

Disabled and *disability* mean that you or your spouse is under the *regular care and attendance* of a *doctor*, and prevented by *injury* or physical or mental disease from performing the material duties of any occupation for which you or your spouse is qualified by education, training, or experience. If your spouse is not employed, he or she must be unable, due to *injury* or physical or mental disease, to perform 1 or more of the normal *activities of daily living* without the *assistance* of another person.

You will also be considered *disabled* for *life insurance* if you are disabled under any long term disability insurance policy issued by us to the *policyholder* under which you are insured.

Government plan means the United States Social Security Act, the Railroad Retirement Act, the Canadian Pension Plan, similar plans provided under the laws of other nations, and any plan provided under the laws of a state, province, or other political subdivision. It also includes any public employee retirement plan or any teachers' employment retirement plan, or any plan provided as an alternative to any of the above acts or plans. It does not include any Workers' Compensation Act or similar law, or the Maritime Doctrine of Maintenance, Wages, or Cure.

DEFINITIONS FOR LIFE INSURANCE (continued)

Life insurance means the group term life insurance under the *policy* issued by us to the *policyholder*.

Period of disability means the time that begins on the day you become *disabled* and ends on the day before you return to *active work*. If you satisfy the *qualifying period* and then:

- return to *active work*;
- become *disabled* again; and
- remain insured under the *policy*;

the same *period of disability* may continue. Your return to *active work* must be for less than:

- 6 months, if the later *disability* results from the same cause, or a related one; or
- 1 day, if the later *disability* results from a different cause.

If you return to *active work* for more than the time shown above, and then become *disabled* again, you will start a new *period of disability*. You must satisfy the *qualifying period* again and the period outlined in the Maximum Benefit Period provision will start over.

Port means to convert to a group portability policy.

Qualifying medical condition means you or your spouse has a medical condition which is diagnosed by a *doctor* as life-threatening and which results in an expected life span of 12 months or less according to prevailing medical standards.

Qualifying period means the length of time you must be *disabled* before your insurance will be continued without further premium payment under the Disability Benefit. This time period is your Qualifying Period stated in any long term disability insurance policy issued by us to the *policyholder* under which you are insured, or if none, 6 months.

Regular care and attendance means the regular and personal care of a *doctor* which, under prevailing medical standards, is appropriate for your condition. We will no longer require the regular care of a *doctor* if we receive acceptable proof that further care would be of no benefit.

Retire means you begin receiving retirement benefits from either:

- a *retirement plan* sponsored by your employer, the *policyholder*, or an *associated company*, or
- a *government plan*.

Retirement plan means a formal or informal retirement plan, whether or not under an insurance or annuity contract.

ELIGIBILITY AND TERMINATION PROVISIONS FOR YOU

Exception to Effective Date

If you are not at *active work* on the day you would otherwise become insured, your insurance will not take effect until you return to *active work*. If the day your coverage would normally take effect is not a regular work day for you, your coverage will take effect on that day if you are able to do your regular job.

When Your Insurance Ends

Your insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*;
- you stop *active work*; or
- a required contribution was not paid.

ELIGIBILITY AND TERMINATION PROVISIONS FOR DEPENDENTS

Eligible Dependents

Your *eligible dependents* are:

- your lawful spouse, and
- your unmarried children from live birth but less than age 19, or less than age 25 if a full-time student.

“Children” include any biological or adopted children, stepchildren and foster children, each of whom must depend on you for support and maintenance. A child will be considered adopted on the date of placement in your home. “Children” also include any children for whom you are the legal guardian, who reside with you on a permanent basis and depend on you for support and maintenance.

An *eligible dependent* will not include any person who is a member of an *eligible class*. An *eligible dependent* may not be covered by more than 1 *covered person*.

Dependent Effective Date

You must apply for dependent insurance on a form acceptable to us. You must also agree to pay your share of the premium.

- If you apply before the dependent becomes eligible, dependent insurance will take effect on the Entry Date shown in the Schedule in the *policy*.
- If you apply on the date the dependent becomes eligible, or within 31 days after that, dependent insurance will take effect on the Entry Date occurring on or after the date of your application.
- If you apply for insurance for yourself more than 31 days after you become eligible but during the first annual enrollment period occurring after you become eligible, and you were not eligible on the effective date of the *policy*, you may also apply at the same time for dependent insurance. Dependent insurance will take effect on the policy anniversary occurring on or after the date of your application.
- Except as provided above, if you apply more than 31 days after the dependent becomes eligible, application must be made during an annual enrollment period and you must give *proof of good health* for each *eligible dependent*. *Proof of good health* is also required if you apply after dependent insurance ended because the premium was not paid.

If the proof is acceptable, dependent insurance will take effect on the policy anniversary, or, if later, the Entry Date occurring on or after the date of our correspondence notifying you of our approval of the *eligible dependent's proof of good health*.

You cannot apply for dependent insurance if your coverage is being continued under the Disability Benefit provision of the *policy*.

Exception to Dependent Effective Date

Dependent insurance will not take effect until your insurance for the same coverage under the *policy* takes effect.

If an *eligible dependent* is in a hospital or similar facility on the day insurance would otherwise take effect, it will not take effect until the day after the *eligible dependent* leaves the hospital or similar facility. This exception does not apply to a child born while dependent insurance is in effect. If an *eligible dependent*

ELIGIBILITY AND TERMINATION PROVISIONS FOR DEPENDENTS (continued)

spouse is *disabled* on the day insurance would otherwise take effect, it will not take effect until the spouse is no longer *disabled*.

When Dependent Insurance Ends

A dependent's insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end dependent insurance;
- that dependent is no longer eligible;
- your insurance for the same coverage under the *policy* ends; or
- a required contribution for dependent insurance was not paid.

SPECIAL DEPENDENT INSURANCE CONTINUANCE PROVISIONS

As specified below, dependent insurance may continue, subject to the provisions that describe when insurance ends, and all other terms and conditions of the *policy*. Premiums are required for any coverage continued.

Physically Handicapped or Mentally Retarded Dependent Children

Dependent insurance for an *eligible dependent* child will continue beyond the date a child attains an age limit, if, on that date, he or she:

- is unable to earn a living because of physical handicap or mental retardation; and
- is chiefly dependent upon you for support and maintenance.

We must receive proof of the above within 120 days after the child attains the age limit and each year after that, beginning 2 years after the child attains the age limit. There will be no increase in premium for this continued coverage.

Dependent insurance will end when the child is able to earn a living or is no longer dependent on you for support and maintenance.

LIFE INSURANCE FOR YOU

Insurance Provided

We will pay your *beneficiary* the amount of insurance shown in the Schedule when we receive all the required proof of covered loss, including written proof of your death, acceptable to us, and a completed claim form. Your amount of insurance may be reduced by the amount of any *conversion policy* and any group portability policy issued by us.

For any *contributory* insurance, if you take your own life within 1 year after you become insured under the *policy*, the amount of insurance we pay will be the sum of your contributions for this insurance.

For any *contributory* insurance, if you take your own life within 1 year after you elect an increase in your amount of insurance under the *policy*, the amount of the increase will be limited to the sum of your contributions for the increase.

Changes in Amounts of Insurance

If your amount of insurance changes for any reason, the change will take place on the Change Date shown in the Schedule in the *policy*. But in the case of an increase, if you are not at *active work* on that day, no increase will take effect until you return to *active work*.

Proof of Good Health

If you are eligible for more than the Maximum Amount Without Proof of Good Health shown in the Schedule, you will be limited to that Maximum until you give us *proof of good health*. If the proof is accepted, the additional amount of insurance will take effect (i) for initial amounts on the first of the month occurring on or after the date of our correspondence notifying you of our approval of your *proof of good health*, and (ii) for future amounts on the Change Date shown in the Schedule. Once insured for more than that Maximum, future increases will also require *proof of good health*.

If both *noncontributory* and *contributory* insurance are provided under the *policy*, your *contributory* amount will be affected by this provision before your *noncontributory* amount.

DISABILITY BENEFIT

If you stop *active work* before age 70 because you become *disabled* while insured under the *policy* and remain *disabled* for the *qualifying period*, your *life insurance* will continue for the period outlined in the Maximum Benefit Period provision. Once the *qualifying period* is satisfied, no further premium is due for you while you remain *disabled* for the amount of *life insurance* that is being continued.

Amount

The amount of insurance continued will be the amount for which you were insured on the day before you became *disabled*. However, it is subject to any reduction in amount contained in the *policy*, on that day, and may be reduced by the amount of any *conversion policy*.

Proof of Disability

You must give us proof of your *disability* as stated in the Claim Provisions. You must submit all proof to our *home office* at no expense to us. If you die while *disabled*, we require proof that you were continuously *disabled* until death.

LIFE INSURANCE FOR YOU (continued)

Maximum Benefit Period

If you become *disabled* before your 60th birthday, your insurance will continue as long as you are *disabled*, but not past the earlier of age 70, or the date you *retire*. If you become *disabled* on or after your 60th birthday, but before age 70, your insurance may continue for up to 1 year, but not past the earlier of age 70, or the date you *retire*.

If you are no longer *disabled*, your insurance will end unless you re-enter an *eligible class* and premium payments begin again. If you become *disabled* again during the same *period of disability*, you do not have to satisfy the *qualifying period* again. The maximum benefit period will not start over but will continue on the day you become *disabled* again.

If your amount of insurance reduces or ends while you are *disabled*, you can apply for an individual policy. See the Conversion to an Individual Policy provision.

Extension of Benefits

Your insurance will continue even if the *policy* ends, if you meet the proof requirements as stated in the Claim Provisions.

Exclusions

Your insurance will not continue under the Disability Benefit if your *disability* results directly or indirectly from:

- intentionally self-inflicted injury, while sane or insane;
- war or any act of war, whether declared or not;
- service in the armed forces of any country, combination of countries or international organization at war, whether declared or not; or
- taking part in a riot or insurrection, or an act of riot or insurrection.

Your insurance will not continue if your *disability* starts:

- after you are no longer in an *eligible class*;
- after the *policy* ends; or
- during the time allowed for conversion to an individual policy.

If you have converted to an individual policy after part or all of your group *life insurance* ended, no group insurance for the amount that ended will be paid unless the individual policy is returned without claim. Then we will refund all premiums paid for the individual policy, less any payments we made.

Conversion to an Individual Policy

If any or all of your group *life insurance* ends, you can apply for any individual policy offered by us (*conversion policy*). You must apply and pay the premium within 31 days. The individual policy may be any we customarily issue, except term insurance. No *proof of good health* is required.

You may convert up to the full amount that ended.

If you die within 31 days after your *life insurance* ends, we will pay to your *beneficiary* the amount you could have converted, whether or not you applied or paid the premium.

LIFE INSURANCE FOR YOU (continued)

You cannot apply for a *conversion policy* if your group *life insurance* or insurance under a group portability policy ends because you did not pay your share of the premium.

Porting to a Group Portability Policy

If all of your group *life insurance* ends because you are no longer a member of an *eligible class*, you may be eligible to *port* your total amount of any *life insurance* and dependent *life insurance* coverage currently in force, subject to a maximum for *life insurance* of \$500,000. You must *port* your *life insurance* in order to *port* any dependent *life insurance*. The group portability policy will not include any Disability Benefit.

You are not eligible to *port* if:

- your amount of *life insurance* is less than \$10,000;
- you convert your *life insurance* under Conversion to an Individual Policy;
- you are disabled;
- you qualify and are approved for the Disability Benefit or your Disability Benefit ends;
- the *policy* ends;
- you are age 65 or older; or
- your *life insurance* ends because you did not pay your share of the premium.

If you die within 31 days after your *life insurance* ends, but before you have applied to *port*, we will pay to your *beneficiary* the amount you could have converted under the Conversion to an Individual Policy, whether or not you applied or paid the premium.

You must apply and pay the premium within 31 days after you are no longer a member of an *eligible class*. No *proof of good health* is required.

The insurance can be continued under the group portability policy until the day before your 65th birthday. The amount(s) cannot be increased. You can decrease your amount(s) of insurance to any multiple of \$1,000. Your minimum amount of *life insurance* must be at least \$10,000. Any amount of dependent *life insurance* may not exceed your amount of *life insurance*. If you decrease your amount of *life insurance*, the amount of any dependent *life insurance* must be decreased proportionately, rounded to the next higher multiple of \$1,000, if not already an exact multiple.

We will notify you of the amount of premium due, the frequency of premium payments and the premium due dates. If any premium is not paid when due, you will have a 31-day grace period. Insurance will end at the end of the grace period if you fail to make the required premium payment within that time. We will not change the premium rate more than once in any period of 6 consecutive months and we will give you 31 days advance written notice of any change in rates.

The Conversion to an Individual Policy provision will apply if your insurance ends under the group portability policy.

ACCELERATED BENEFIT

If, while you are a *covered person*, you have a *qualifying medical condition*, you have the right to receive a portion of your *life insurance* during your lifetime, payable as an *accelerated benefit*. You must have at least \$10,000 of *life insurance* in force to be eligible to receive an *accelerated benefit*.

LIFE INSURANCE FOR YOU (continued)

RECEIPT OF AN ACCELERATED BENEFIT MAY AFFECT ELIGIBILITY FOR A STATE OR FEDERAL PROGRAM, SUCH AS MEDICAID, AND BENEFITS MAY BE TAXABLE. A TAX ADVISOR SHOULD BE CONSULTED.

We are not responsible for any effect on your state or federal taxes, or loss of eligibility for any state or federal program.

Unless otherwise indicated, all provisions of the *policy* shall apply to the *accelerated benefit*.

Amount of Accelerated Benefit

You may receive an *accelerated benefit* of your *life insurance*, as shown in the Schedule.

If the amount of your *life insurance* is scheduled to reduce due to age within 12 months following the date you apply for the *accelerated benefit*, your *accelerated benefit* will be based on the reduced amount.

An *accelerated benefit* may be paid only once during your lifetime. Benefits will be paid in a single sum to you. If you are not living when benefits are payable, they will be paid to your *beneficiary*.

Once an *accelerated benefit* is paid to you, we will notify you of the remaining *life insurance* in force.

Proof Required for the Accelerated Benefit

You must submit a claim form and any other information we find necessary to decide our liability.

We may ask you to be examined in connection with your claim for an *accelerated benefit*. We will pay for any exam we require.

Effect of Accelerated Benefit

After an *accelerated benefit* is paid, premium is due only for the remaining *life insurance*, unless the premium is waived under the Disability Benefit provision. The *life insurance* payable at your death to your *beneficiary* equals:

- the amount of your *life insurance* as if an *accelerated benefit* payment has not been made, minus
- the *accelerated benefit* payment, minus
- the *interest charge*.

The *interest charge* equals the *accelerated benefit* amount times the number of days from the *accelerated benefit* payment to your date of death, times an annual interest rate divided by 365. The rate of interest is determined quarterly by us.

Your amount of dependent *life insurance* or *accidental death and dismemberment insurance*, if any, is not affected by the payment of the *accelerated benefit*. The amount of any *conversion policy* or group portability policy will be based on your reduced amount of *life insurance* after the payment of the *accelerated benefit*.

Exclusions

An *accelerated benefit* will not be paid if:

- you have assigned all or part of your *life insurance*, unless the assignee consents, in writing.

LIFE INSURANCE FOR YOU (continued)

- you have named an irrevocable *beneficiary* for all or part of your *life insurance*, unless the *beneficiary* consents, in writing.
- all or a part of your *life insurance* is payable to a former spouse as part of a divorce decree or property settlement.
- you have previously received an *accelerated benefit* of your *life insurance*.
- your *life insurance* is less than \$10,000.
- the *policy* issued by us to the *policyholder* has not been in force for at least six months.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU

Accidental Death Insurance Provided

If you die as the direct result of an *injury*, we will pay your *beneficiary* the amount of Accidental Death and Dismemberment Insurance shown in the Schedule.

The insurance will be paid only if death occurs within 365 days after the *injury*. This 365-day limit will not apply if you are in a coma or being kept alive by an artificial life support system at the end of the 365 days.

Accidental Dismemberment Insurance Provided

If you suffer one or more of the following losses as the direct result of an *injury*, we will pay the benefit shown:

<u>Covered Loss</u>	<u>Benefit</u>
1 hand, 1 foot, or the sight of 1 eye	½ the amount of Accidental Death and Dismemberment Insurance
Any 2 or more of the above	The full amount of Accidental Death and Dismemberment Insurance

Loss of a hand or foot means permanent severance at or above the wrist or ankle. Loss of sight of the eye means total and permanent loss of sight.

The loss must occur within 365 days after the *injury*.

Limitation

We will not pay more than the amount of Accidental Death and Dismemberment Insurance shown in the Schedule for any 1 accident. We will pay benefits only for an *injury* occurring while you are covered under the *policy*.

Any time your *life insurance* is continued under the Disability Benefit, your *accidental death and dismemberment insurance* will also continue, for up to 1 year from the date you became *disabled*. No premium is due when no premium is due for *life insurance*.

You cannot convert your *accidental death and dismemberment insurance* to an individual policy.

Exclusions

We will not pay benefits if the loss results directly or indirectly from:

- war or any act of war, whether declared or not;
- taking part in a riot or insurrection, or an act of riot or insurrection;
- service in the armed forces of any country, combination of countries, or international organization at war, whether declared or not;
- any physical or mental disease;
- any infection, except a pyogenic infection that occurs from an accidental wound;

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

- an assault or felony you commit;
- suicide or attempted suicide, while sane or insane;
- intentionally self-inflicted injury, while sane or insane;
- the use of any drug, unless you use it as prescribed by a *doctor*.
- an injury that arises out of or occurs in the course of any occupation or employment for pay or profit; or
- your intoxication; this includes but is not limited to operating a motor vehicle while you are intoxicated.

"Intoxication" and "intoxicated" mean your blood alcohol level at death or dismemberment exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

AUTOMOBILE ACCIDENT BENEFIT

Automobile Accident Benefit Provided

If you die as the direct result of an automobile accident *injury* while you are properly wearing an unaltered seat belt installed by the automobile's manufacturer, we will pay your *beneficiary* the amount of the Automobile Accident Benefit, which is shown in the Schedule.

The insurance will be paid only if death occurs within 365 days after the automobile accident. This 365-day limit will not apply if you are in a coma or being kept alive by an artificial life support system at the end of the 365 days.

Definitions

"Automobile" means a four-wheel car of the private passenger type including pick-up trucks and vans with a load capacity of one ton or less.

"Automobile accident" means an accident that occurs when you are driving or riding in an automobile.

Limitation

We will pay an Automobile Accident Benefit only for an automobile accident *injury* occurring while you are covered under the *policy*.

Exclusions

We will not pay benefits if the automobile accident:

- occurs when the automobile is being used for racing, stunting, exhibition work, sport, or test driving;
- occurs when you are breaking any traffic laws of the jurisdiction in which the automobile is being operated; or
- occurs when you are not properly wearing an unaltered seat belt installed by the automobile's manufacturer.

The Exclusions listed under the Accidental Death and Dismemberment Insurance Coverage for You will also apply to the Automobile Accident Benefit.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

HIGHER EDUCATION BENEFIT

Higher Education Benefit Provided

If you die as the direct result of an *injury*, and an Accidental Death Insurance benefit is payable, we will pay the annual Higher Education Benefit shown in the Schedule to each eligible dependent student.

The Higher Education Benefit will be payable at the beginning of each school year for a maximum of 4 consecutive years if there is an eligible dependent student who continues to be enrolled for each consecutive term.

Definitions

"Dependent student" means each of your unmarried children who is less than 25 years of age and who (i) is already enrolled on a full-time basis in an accredited school at your death or (ii) enrolls on a full-time basis in an accredited school within one year of your death.

"Accredited school" means a state accredited institution of higher learning, including but not limited to a college, university, trade school or vocational school.

"Children" include any biological or adopted children, stepchildren and foster children, each of whom must depend on you for support and maintenance. A child will be considered adopted on the date of placement in your home. "Children" also include any children for whom you are the legal guardian, who reside with you on a permanent basis and depend on you for support and maintenance.

The term "full-time basis" means full-time as defined by the accredited school.

ADDITIONAL PROVISIONS FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Optional Payment Methods

You or your *beneficiary* may choose to have all or part of your insurance paid in installments. You can request this at any time. Your *beneficiary* may request this within 31 days after your death.

This option is not available if the *beneficiary* is an estate, corporation, partnership, association, or trustee.

Beneficiary

You may change the *beneficiary* at any time. Any request to name or change the *beneficiary* must be in writing on a form acceptable to us and signed by you. After we receive the request at our *home office*, the change will take effect on the date you signed it. A *beneficiary* change will be without prejudice to us for any payment we made before we received notice in our *home office*.

You may also send a request to change the *beneficiary* to the main office of the *policyholder*. The change must be made in a manner acceptable to us.

Any application to convert all your group *life insurance* which names a *beneficiary* different from the last *beneficiary* you named under the *policy* will be considered a change of *beneficiary* to the person named in the application. The change will take effect on the date of the application.

If you named more than 1 *beneficiary*, your amount of insurance will be divided among them equally, unless you specified otherwise.

If a *beneficiary* dies before you do, the rights and interest of that *beneficiary* will end.

If no *beneficiary* is living or existing when you die, or if none was named, or if the *beneficiary* is disqualified by operation of law, your insurance will be paid to the first qualified surviving class of the following classes in this order:

- your lawful spouse;
- your living children, in equal shares;
- your living parents, in equal shares; or
- your estate.

Assignment

If you assign your interest under the *policy* to another person, all your rights under the *policy* are permanently transferred. This includes the right to name and change the *beneficiary* and the right to convert to an individual policy or group portability policy. You may assign your insurance to only 1 of the following:

- your lawful spouse;
- your child, parent, brother, or sister; or
- the trustee of a trust you set up for the benefit of your lawful spouse, children, parents, brothers, or sisters.

We are not responsible for the validity of any assignment. An assignment will not affect us until we receive written notice at our *home office*.

**ADDITIONAL PROVISIONS FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE (continued)**

Incontestability

(This provision applies to *life insurance* only.)

The validity of the *policy* cannot be contested after it has been in force for 2 years. The validity of your coverage under the *policy* cannot be contested after you have been insured under the *policy* for 2 years during your lifetime. However, if the premiums are not paid, the validity of the *policy* or your coverage can be contested at any time.

No statement you made regarding *proof of good health* can be used in a legal dispute unless it was in writing, it was signed by you, and a copy was given to you or your *beneficiary*.

Spendthrift

As permitted by law, the benefits under the *policy* are not subject to commutation, encumbrance or alienation. They are not subject to the claim of, or legal process, by any creditor of you or your *beneficiary*.

LIFE INSURANCE FOR YOUR DEPENDENTS

Insurance Provided

If a *covered dependent* dies, we will pay you the amount of that dependent's *life insurance* shown in the Schedule. If you are not living or are disqualified by operation of law, we will pay the deceased dependent's estate. We will pay it in 1 sum when we receive all the required proof of covered loss, including written proof of death, acceptable to us, and a completed claim form. The amount of insurance may be reduced by the amount of any *conversion policy* and any group portability policy issued by us.

For any *contributory* insurance, if a *covered dependent* takes his or her own life within 1 year after becoming insured under the *policy*, the amount of insurance we pay will be the sum of your contributions for this insurance.

For any *contributory* insurance, if a *covered dependent* takes his or her own life within 1 year after you elect an increase in the amount of dependent insurance under the *policy*, the amount of the increase will be limited to the sum of your contributions for the increase.

Changes in Amounts of Insurance

Any change in a *covered dependent's* amount of insurance will take place on the Dependent Change Date shown in the Schedule. But in the case of an increase, if the *eligible dependent* is in a hospital or similar facility on that day, no increase will take effect until the day after the *eligible dependent* leaves the hospital or similar facility. If an *eligible dependent* spouse is *disabled* on the date of an increase, it will not take effect until the spouse is no longer *disabled*.

Proof of Good Health

If a *covered dependent* is eligible for more than the Dependent Maximum Amount Without Proof of Good Health shown in the Schedule, the dependent will be limited to that Maximum until the dependent gives us *proof of good health*. Once insured for more than that Maximum, future increases will also require *proof of good health*.

Disability Benefit

Any time your *life insurance* is continued under the Disability Benefit, your dependent *life insurance* will also continue. No premium is due when no premium is due for *life insurance*.

Conversion to an Individual Policy

If any or all of a dependent's *life insurance* ends, you or your dependent can apply for an individual policy issued by us (*conversion policy*). You or your dependent must apply on a form acceptable to us and pay the premium within 31 days. The individual policy may be any we customarily issue, except term insurance. No *proof of good health* is required.

You or your dependent may convert up to the full amount that ended.

Neither you nor your dependent can apply for a *conversion policy* if your dependent's group *life insurance* or insurance under a group portability policy ends because you did not pay your share of the dependent's premium.

If your dependent dies within 31 days after dependent *life insurance* ends, we will pay you the amount that could have been converted, whether or not an application was made or any premium was paid for the *conversion policy*.

LIFE INSURANCE FOR YOUR DEPENDENTS (continued)

Porting to a Group Portability Policy

If you die while a *covered person* under the *policy*, your *covered dependents* may be eligible to *port* their total amount of any dependent *life insurance* coverage currently in force.

A *covered dependent* is not eligible to *port* if:

- the dependent converts his or her dependent *life insurance* under Conversion to an Individual Policy;
- the *policy* ends; or
- the *covered dependent* spouse is age 65 or older.

If your dependent dies within 31 days after dependent *life insurance* ends, but before he or she has applied to *port*, we will pay to the dependent's *beneficiary* the amount that could have been converted under the Conversion to an Individual Policy, whether or not an application was made or any premium was paid.

Your dependent must apply and pay the premium within 31 days after your death. No *proof of good health* is required.

The dependent should name a *beneficiary* under the same terms and conditions that apply to the *covered person*, as set forth in the ADDITIONAL PROVISIONS FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

The insurance can be continued under the group portability policy until the earlier of the day before the surviving spouse's 65th birthday or the date the surviving spouse dies. If there is no *covered dependent* spouse when you die, the insurance can be continued under the group portability policy until there are no *eligible dependent* children. The amount(s) cannot be increased. A dependent can decrease his or her amount of insurance to any multiple of \$1,000. A dependent child's amount of insurance may not exceed a surviving spouse's amount of insurance.

We will notify the dependent of the amount of premium due, the frequency of premium payments and the premium due dates. If any premium is not paid when due, the dependent will have a 31-day grace period. Insurance will end at the end of the grace period if the dependent fails to make the required premium payment within that time. We will not change the premium rate more than once in any period of 6 consecutive months and we will give the dependent 31 days advance written notice of any change in rates.

The Conversion to an Individual Policy provision will apply if the dependent's insurance ends under the group portability policy.

Assignment

You cannot assign dependent *life insurance*.

Incontestability

The validity of the Dependent Life Insurance provisions of the *policy* cannot be contested after they have been in force for 2 years. The validity of the insurance on any dependent cannot be contested after the dependent has been insured under the *policy* for 2 years during that dependent's lifetime. However, if the premiums are not paid, the validity of the Dependent Life Insurance provisions or of any dependent's insurance can be contested at any time.

No statement you or a dependent made regarding a dependent's *proof of good health* can be used in a legal dispute unless it was in writing, it was signed by you or your dependent, and a copy was given to you or your dependent.

LIFE INSURANCE FOR YOUR DEPENDENTS (continued)

DEPENDENT ACCELERATED BENEFIT

If, while your spouse is a *covered dependent*, he or she has a *qualifying medical condition*, you have the right to receive a portion of your dependent *life insurance* during your lifetime, payable as a *dependent accelerated benefit*. You must have at least \$10,000 of dependent *life insurance* in force on your spouse to be eligible to receive a *dependent accelerated benefit*.

RECEIPT OF AN ACCELERATED BENEFIT MAY AFFECT ELIGIBILITY FOR A STATE OR FEDERAL PROGRAM, SUCH AS MEDICAID, AND BENEFITS MAY BE TAXABLE. A TAX ADVISOR SHOULD BE CONSULTED.

We are not responsible for any effect on your state or federal taxes, or loss of eligibility for any state or federal program.

Amount of Dependent Accelerated Benefit

You may receive a *dependent accelerated benefit* of your spouse's dependent *life insurance*, as shown in the Schedule.

If the amount of your dependent *life insurance* for your spouse increased within 12 months before the date you apply for the *dependent accelerated benefit*, your *dependent accelerated benefit* will be based on the lesser amount.

If the amount of your dependent *life insurance* for your spouse is scheduled to reduce within 12 months following the date you apply for the *dependent accelerated benefit*, your *dependent accelerated benefit* will be based on the reduced amount.

A *dependent accelerated benefit* may be paid only once during the lifetime of your spouse. Benefits will be paid in a single sum to you. If you are not living when benefits are payable, they will be paid to your estate.

Once a *dependent accelerated benefit* is paid to you, we will notify you of the remaining dependent *life insurance* in force for your spouse.

Proof Required for the Dependent Accelerated Benefit

You must submit a claim form and any other information we find necessary to decide our liability.

We may ask your spouse to be examined in connection with the claim for a *dependent accelerated benefit*. We will pay for any exam we require.

Effect of Dependent Accelerated Benefit

After a *dependent accelerated benefit* is paid, premium is due only for the remaining dependent *life insurance* for your spouse. The dependent *life insurance* payable to you at your spouse's death equals:

- the amount of your dependent *life insurance* as if a *dependent accelerated benefit* payment has not been made, minus
- the dependent accelerated benefit payment, minus
- the interest charge.

The *interest charge* equals the *dependent accelerated benefit* amount times the number of days from the *dependent accelerated benefit* payment to your spouse's date of death, times an annual interest rate divided by 365. The rate of interest is determined quarterly by us.

LIFE INSURANCE FOR YOUR DEPENDENTS (continued)

Your amount of dependent *accidental death and dismemberment insurance*, if any, is not affected by the payment of the *dependent accelerated benefit*. The amount of any *conversion policy* or group portability policy will be based on your reduced amount of dependent *life insurance* after the payment of the *dependent accelerated benefit*.

Exclusions

A dependent accelerated benefit will not be paid if:

- you have previously received a *dependent accelerated benefit* of your dependent *life insurance*.
- your dependent *life insurance* for your spouse is less than \$10,000.
- the dependent *life insurance* for your spouse has not been in force for at least six months.
- all of your spouse's dependent *life insurance* will end within 31 days from the date you apply for a *dependent accelerated benefit*.

CLAIM PROVISIONS

Payment of Benefits

We will pay benefits when we receive all the required proof of covered loss.

To Whom Payable

We will pay your life insurance and accidental death benefits according to the Beneficiary provision. For any other benefits we will follow the provisions applicable to such benefits, if any. Otherwise, all other benefits will be paid to you, if you are living. If not, we will pay your estate.

If no *beneficiary* is living at your death, we may pay part of your life insurance to any person we decide is entitled to it because of expenses incurred during your last illness or for your funeral.

Any amount we pay in good faith releases us from further liability for that amount.

Filing a Life Disability Benefit Claim

Within 30 days of the start of your *disability*, you should give us proof that you are currently *disabled* and have been continuously *disabled* since your last day of *active work*. Proof must be given within 90 days after the end of your *qualifying period*. If it is not reasonably possible to give proof on time, it must be given no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity.

Continuing proof of *disability* must be given as often as we may reasonably require. Continuing proof must be given within 60 days of our request.

You must furnish whatever items we decide are necessary as proof of *disability*. You must agree to be examined by a *doctor* we choose, as often as needed to decide the existence or extent of *disability*. We will pay for any exam we require. If, within a reasonable time, you do not furnish any required items or do not have any required exam, your coverage will end.

Authority

We have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Policy. All determinations and interpretations made by us are conclusive and binding on all parties.

Review Procedure

You must request, in writing, a review of a denial of your claim within 60 days (180 days for Life Disability Benefit) after you receive notice of denial.

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits.

We will review your claim after receiving your request and send you a notice of our decision within 60 days (45 days for Life Disability Benefit) after we receive your request, or within 120 days (90 days for Life Disability Benefit) if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the *policy*. We will also advise you of your further appeal rights, if any.

CLAIM PROVISIONS FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE ONLY

Filing a Claim

1. You or your *beneficiary* must send us notice of the claim. We must have written notice of any insured loss within 30 days after it occurs, or as soon as reasonably possible. You can send the notice to our *home office*, or to one of our regional group claims offices, or to one of our agents. We need enough information to identify you as a *covered person*.
2. Within 15 days after the date of the notice, we will send you or your *beneficiary* certain claim forms. The forms must be completed and sent to our *home office* or to one of our regional group claims offices. If you or your *beneficiary* do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.
3. The time limit for filing a claim is 90 days after the date of the loss.
4. If it is not reasonably possible to give proof on time, we will not deny or reduce your claim if you give us proof as soon as reasonably possible.

Physical Exam

We may ask you to be examined as often as we require at any time we choose. For an accidental death claim, we may have an exam or autopsy performed, before or after burial, where allowed by law. We will pay for any exam we require.

Limit on Legal Action

No action at law or in equity may be brought against the *policy* until at least 60 days after you file proof of loss. No action can be brought after the statute of limitations in your state has expired, but, in any case, not more than 6 years after the time written proof of loss is required to be given.

Incontestability

The validity of the *policy* cannot be contested after it has been in force for 2 years, except if premiums are not paid.

Any statement made by the *policyholder* or a *covered person* will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the *covered person* or the *beneficiary*.

No statement, except fraudulent misstatement, made by a *covered person* about insurability will be used to deny a claim for a loss incurred or *disability* starting after coverage has been in effect for 2 years.

No claim for loss starting 2 or more years after the *covered person's* effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

GENERAL PROVISIONS

Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you or your *beneficiary*.

Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

Misstatements

If any information about a person is misstated, the facts will determine whether insurance is in effect and in what amount. We will equitably adjust the premium.

Individual Certificates

We will send certificates to the *policyholder* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

ENDORSEMENT

5. At the request of the *policyholder*, for dependent *life insurance*, the term "spouse" shall also mean a domestic partner. A "domestic partner" is defined in the *policyholder's* Declaration of Domestic Partnership agreement.
6. The Conversion to an Individual Policy provision in the Life Insurance for Your Dependents section is modified to provide that if the person applying for the *conversion policy* is not the dependent whose *life insurance* is ending, that person must have an insurable interest in the life of that dependent.

PC-ALL-139





ASSURANT

Employee
Benefits

2323 Grand Boulevard
Kansas City, MO 64108

Policy 4,029,908
Participant 0
Booklet 1
12/28/2005