

## **NOTICE OF PROTECTION PROVIDED BY THE UTAH LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This disclaimer provides a **brief summary** of the Utah Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with the funding from assessments paid by other insurance companies. (For the purposes of this notice, the terms “insurance company” and “insurer” include health maintenance organizations (HMO’s) and limited health plans.)

The basic protections provided by the Association are:

- Life Insurance
  - \$500,000 in death benefits
  - \$200,000 in cash surrender or withdrawal values
- Accident and Health Insurance
  - \$500,000 in health benefit plans
  - \$500,000 in disability income insurance benefits
  - \$500,000 in long-term care insurance benefits
  - \$500,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to health benefit plans.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

Benefits provided by a long-term care rider to a life insurance policy or annuity contract shall be considered the same type of benefit as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, please visit the Association's web site at [www.ulhiga.org](http://www.ulhiga.org) or contact:

Utah Life and Health Insurance  
Guaranty Association  
466 South 500 East, Suite 100  
Salt Lake City, UT 84102  
(801) 320-9955

Utah Insurance Department  
Taylorsville State Office Building  
4315 S. 2700 West, Suite 2300  
Taylorsville, UT 84129  
(801) 957-9200



## STANDARD INSURANCE COMPANY

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

### GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY

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Policyholder:	University of Utah
Policy Number:	136485-F
Effective Date:	January 1, 2023

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The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By

A handwritten signature in black ink, appearing to read "David Miller".

President and CEO

A handwritten signature in black ink, appearing to read "Elizabeth A. Fox".

Corporate Secretary

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## COVERAGE FEATURES

This section contains many of the features of your group accidental death and dismemberment insurance (AD&D Insurance). Other provisions, including exclusions and limitations appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	136485-F
Policyholder:	University of Utah
Employer(s):	University of Utah
Group Policy Effective Date:	January 1, 2023
Policy Issued in:	Utah

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### BECOMING INSURED

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

Definition of Member:

You are a Member if you are:

1. A University of Utah employee in one of the following benefit-eligible positions:
  - a. Faculty members who:
    - i. have an appointment for nine (9) months or longer at 50% FTE (full-time equivalent) or greater;
    - ii. are tenured and tenure-track faculty members with an appointment at .375 FTE (full-time equivalent) or greater; or
    - iii. are non-tenure track faculty members who have an appointment for nine (9) months or longer at 50% FTE (full-time equivalent) or greater;
  - b. Staff employees who are employed in a position expected to last nine (9) months or longer at 50% FTE or greater;
  - c. Employees who have qualified under one of the first two categories and are currently on an approved Phased Retirement Agreement; or
2. Non-University employees or groups, as follows:
  - a. Post-doctoral trainees being paid through a grant and working at the University with other University employees.

- b. Members of the Utah State Board of Regents throughout their period of appointment.
- c. Employees for whom the University processes payroll and provides access to employee benefits: Utah Humanities Council, Huntsman Cancer Foundation, Huntsman Mental Health Foundation, and Utah System of Higher Education, who are employed in positions expected to last nine months or longer at 50% FTE or greater.

You are not a Member if you are:

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

Class Definition:

None

Eligibility Waiting Period:

You are eligible on the date you become a Member but not before the Group Policy Effective Date.

### PREMIUM CONTRIBUTIONS

Members:

Contributory

### SCHEDULE OF AD&D INSURANCE

Member:

You may apply for AD&D Insurance Benefits in multiples of \$10,000, from \$10,000 to \$500,000. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

You may also elect to insure your Dependents. The amount of AD&D Insurance for your Dependents is equal to a percentage of your AD&D Insurance, as follows:

- Spouse/Domestic Partner only: 60%
- Children only: 20% for each Child
- Spouse/Domestic Partner and Children: 50% for your Spouse/Domestic Partner  
10% for each Child

The amount of Dependents AD&D Insurance for your Child may not exceed \$50,000.

### SCHEDULE OF ADDITIONAL AD&D INSURANCE

Seat Belt Benefit:

The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for that Loss of life.

Air Bag Benefit:

The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for that Loss of life.

Repatriation Benefit:	The expenses incurred to transport your body to a mortuary near your primary place of residence, reduced by the amount of the Repatriation Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 or 10% of the AD&D Insurance Benefit, whichever is less.
Career Adjustment Benefit:	The tuition expenses for training incurred by your Spouse/Domestic Partner within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, reduced by the amount of the Career Adjust Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Child Care Benefit:	The total child care expense incurred by your Spouse/Domestic Partner within 36 months after the date of your death for all Children under age 13, reduced by the amount of the Child Care Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Higher Education Benefit:	The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, reduced by the amount of the Higher Education Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Public Transportation Benefit:	The lesser of (1) \$200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for <b>that Loss of life</b> .
Occupational Assault Benefit:	The lesser of (1) \$25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.
Common Disaster Benefit:	The lesser of (1) \$500,000; or (2) the amount of AD&D Insurance Benefits payable for the Loss of your life minus the AD&D Insurance Benefits payable for the Loss of your Spouse/Domestic Partner's life.
Permanent Total Disability Benefit:	The amount of AD&D Insurance Benefits payable for the Loss of your life, minus any AD&D Insurance Benefit paid for any other Loss as a result of the same accident.

**AD&D TABLE OF LOSSES**

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

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%

- |    |   |              |
|----|---|--------------|
| c. | Sight in one eye, speech, or hearing in both ears   | 50%          |
| d. | Two or more of the Losses listed in b. and c. above | 100%         |
| e. | Thumb and index finger of the same hand             | 25%*         |
| f. | Quadriplegia  | 100%**       |
| g. | Hemiplegia  | 50%**        |
| h. | Paraplegia  | 75%**        |
| i. | Triplegia   | 75%**        |
| j. | Uniplegia   | 25%**        |
| k. | Coma  | ***See below |
| l. | Third degree burns covering 75% to 100% of the body | 100%         |
| m. | Third degree burns covering 50% to 74% of the body  | 75%          |
| n. | Third degree burns covering 25% to 49% of the body  | 50%          |
| o. | Third degree burn confined to the face              | 25%          |

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

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

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

**\*\*\*1% per month of the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 12 months.**

## REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

AD&D Insurance:

Age	Percentage
70 through 74	82.5%
75 through 79	57.5%
80 through 84	37.5%
85 or over	20%



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## OTHER PROVISIONS

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

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## PREMIUM RATES AND RENEWALS

Premium Rates:

Member only: \$0.01 monthly per \$1,000 of Member's AD&D Insurance

Member and Dependents: \$0.02 monthly per \$1,000 of Member's AD&D Insurance, regardless of the number of Dependents covered

Premium Due Dates: January 1, 2023 and the first day of each calendar month thereafter

Grace Period: 60 days

Initial Rate Guarantee Period: January 1, 2023 to January 1, 2026

Notice of Rate Change: 180 days

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

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

### B. Definition Of Loss

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

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

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

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

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

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

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

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

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

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

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs. Triplegia means total paralysis of three limbs. Uniplegia means total paralysis of one limb.

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 21 consecutive days.

### C. Amount Payable

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

D. Changes In AD&D Insurance Benefits

1. Increases

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

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

2. Decreases

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

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

E. AD&D Insurance Exclusions

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

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident or exposure.
6. Heart attack or stroke.
7. Medical or surgical treatment or diagnostic procedure for any of the above.

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**ADDITIONAL BENEFITS**

Seat Belt Benefit

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

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

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

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

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did

not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

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

#### Air Bag Benefit

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

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You or your Dependent die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You or your Dependent were seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the respective Air Bag System deployed in the crash as evidenced by a police accident report.

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

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

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

#### Repatriation Benefit

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

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

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

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

#### Career Adjustment Benefit

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

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

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

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

### Child Care Benefit

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

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

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

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

### Higher Education Benefit

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

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

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

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

### Public Transportation Benefit

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

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

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

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

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

### Occupational Assault Benefit

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

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

### Common Disaster Benefit

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

We will pay a Common Disaster Benefit if all of the following requirements are met:

1. You and your Spouse/Domestic Partner are insured under the Group Policy.
2. You and your Spouse/Domestic Partner both die as a result of the same accident for which AD&D Insurance Benefits are payable for the Loss of both lives.

The Common Disaster Benefit will be paid in equal shares to each surviving Child. No Common Disaster Benefit will be paid if you have no surviving Child.

### Permanent Total Disability (PTD) Benefit

The amount of the Permanent Total Disability Benefit is shown in the **Coverage Features**.

You qualify for PTD Benefits if:

1. You suffer a Loss and become Totally Disabled as a result of an accident for which an AD&D Insurance Benefits is payable.
2. You are Totally Disabled and your Total Disability is Permanent; and
3. You complete your Waiting Period for PTD Benefits.

If your Total Disability is Permanent, a portion of your AD&D Insurance Benefit will be paid to you as PTD Benefits. PTD Benefits become payable after the end of the Waiting Period.

Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

Permanent means that your Total Disability is reasonably certain to continue without interruption for the rest of your lifetime.

Waiting Period means the 365 consecutive day period beginning on the date you become Totally Disabled.

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## WHEN AD&D INSURANCE BECOMES EFFECTIVE

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

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

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

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

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

3. Takeover Provision

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

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

1. Eligibility

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

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

2. Effective Date

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

a. Noncontributory AD&D Insurance

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

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

b. Contributory AD&D Insurance

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

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

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

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## ACTIVE WORK PROVISIONS

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

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

You will also meet the Active Work requirement if:

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

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

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

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

For your Spouse/Domestic Partner:

1. The date your AD&D Insurance ends.
2. The date of your divorce or termination of your Domestic Partner relationship.

For your Child:

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

However, if your Child is Disabled on the day before AD&D Insurance would otherwise end because of the Child's age, AD&D Insurance will be continued with payment of premium, provided, you give us satisfactory proof of Disability on our forms within 31 days after the date on which AD&D Insurance would otherwise end because of the Child's age.

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

For your Child who is Disabled:

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

(WITH DEPS) SA.EN.OT.1

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

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

1. If your AD&D Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your AD&D Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, AD&D



Insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

SA.RE.OT.1

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

AD&D Insurance for your Dependents will continue without payment of premium for 6 months after the date of your death, unless it ends for any reason other than your death.

(WITH DEPS) SA.CD.OT.1

## **CLAIMS**

### **A. Filing A Claim**

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

### **B. Time Limits On Filing Proof Of Loss**

Proof Of Loss must be provided within 90 days after the date of the Loss. If that is not possible, it must be provided as soon as reasonably possible.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

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

### **C. Proof Of Loss**

Proof Of Loss means written proof that a Loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be paid until we receive Proof Of Loss satisfactory to us.

### **D. Investigation Of Claim**

We may have you or your Dependent examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

### **E. Time Of Payment**

We will pay benefits within 60 days after Proof Of Loss is satisfied.

### **F. Notice Of Decision On Claim**

We will evaluate a claim for benefits promptly after we receive it. Within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the

standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial of the claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(WITH DEPS\_PBL) SA.LL.UT.1

### **ASSIGNMENT**

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

SA.AW.OT.1

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

### **A. Payment Of Benefits**

AD&D Insurance Benefits payable because of Loss of your life or coma will be paid to the Beneficiary you name. See B through E of this section.

AD&D Insurance Benefits payable because of Loss of life or coma of a Dependent will be paid to you. If you are not living, benefits will be paid in equal shares to the first surviving class of the classes below.

1. The children of the Dependent.
2. The parents of the Dependent.
3. The brothers and sisters of the Dependent.
4. Your estate.

AD&D Insurance Benefits payable for Losses other than Loss of life or coma will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change in condition.

Additional Benefits will be paid as follows:

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

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

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

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

### **B. Naming A Beneficiary**

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

If you name two or more Beneficiaries in a class:

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

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

You must name or change Beneficiaries in writing. Writing includes a form signed by you, or a verification from us or our designated agent, the Policyholder or the Policyholder's designated

agent, or the Employer or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

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

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

#### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse/Domestic Partner. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

#### E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

##### 1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

##### 2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(ELECT/TEL DESIG\_THIRD PARTY DESIG) SA.BB.OT.1

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

SA.TL.OT.1

### **INCONTESTABILITY PROVISIONS**

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance under the Group Policy is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

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

B. Incontestability Of Group Policy

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder a copy of a written instrument signed by the Policyholder which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for:

1. Nonpayment of premiums; or
2. Fraudulent misrepresentations.

SA.IN.OT.1

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

### **A. Clerical Error**

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

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

### **B. Agency**

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

### **C. Misstatement Of Age**

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

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

**SA.CE.OT.1**

## **TERMINATION OR AMENDMENT OF THE GROUP POLICY**

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

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

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

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

**SA.TA.OT.1**

## DEFINITIONS

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.
3. Clinical income pay.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

Child means:

1. Your child from live birth through age 25; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

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

- i. Your adopted child; or
- ii. Your stepchild.

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

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

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

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

Injury means an injury to your body.

Noncontributory means the Policyholder pays the entire premium for insurance.

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

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

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

Sickness means your sickness, illness, or disease.

Spouse/Domestic Partner means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed documentation as required by your Employer.

For purposes of insurance under the Group Policy, Spouse/Domestic Partner does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or from whom you have terminated a Domestic Partner relationship.

(PBLC\_BASE) SA.DF.UT.1

## **POLICYHOLDER PROVISIONS**

### **A. Premiums**

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

### **B. Contributions From Members**

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

### **C. Changes In Premium Rates**

We may change Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
2. We and the Policyholder mutually agree to change Premium Rates, or
3. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

### **D. Payment Of Premiums**

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.



Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

#### E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

#### F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the Coverage Features.

#### G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

#### H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member.

If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

#### I. Records And Reports

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

#### J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our

liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agency or employees.

K. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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