



Anthem[®]Life



Disability and Life

Group Term Life/AD&D Insurance

A guide to your benefits

**You've made a good decision in choosing
Anthem[®] Life**

Plan Sponsor: Board of Trustees of the Plumbers and Steamfitters Local 434 and MCA of Northwest Wisconsin Health and Welfare Fund

Policy: 000KQR834

Class: D

Class Description: All Eligible Retirees (as defined in the Certificate) who are Medicare Eligible

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Benefits Guide

Section Contents

Section I. – Your Certificate of Coverage

Section II. – Value Added Services

Note: The Value Added additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificateholders as described below, modifications to our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

1.	Special Offers@Anthem
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This Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding this policy constitutes a contract solely between this Group and Anthem Life Insurance Company, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the “Association”) permitting Anthem Life Insurance Company to use the Blue Cross and/or Blue Shield Service Mark in Wisconsin, and that Anthem Life Insurance Company is not contracting as the agent of the Association. This Group further acknowledges and agrees that it has not entered into this policy based upon representations by any person other than Anthem Life Insurance Company and that no person, entity, or organization other than Anthem Life Insurance Company shall be held accountable or liable to this Group for any of Anthem Life Insurance Company’s obligations to the Group created under this policy. This paragraph shall not create any additional obligations whatsoever on the part of Anthem Life Insurance Company other than those obligations created under other provisions of this agreement.

Section I.	Your Certificate of Coverage
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Basic Group Term Life Insurance and
Accidental Death & Dismemberment
Insurance

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Anthem Life Insurance Company

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

Problems with Your Insurance? – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Anthem Life Insurance Company

Anthem Life Claims
Life Claims Service Center
P.O. Box 105448
Atlanta, GA 30348-5448

800-552-2137
404-682-9255 FAX

You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the Office of the Commissioner of Insurance by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103

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Introduction

Anthem Life Insurance Company certifies that it has issued a Group Policy insuring certain Eligible Retirees of the Plan Sponsor.

This Certificate describes the benefits provided as of the effective date. For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Plan Sponsor's address.

Certain terms of the Group Policy which affect Your insurance are contained in the following pages. Anthem Life has written this Certificate in plain English. However, a few terms and provisions are written as required by insurance law. Anthem Life urges You to read Your Certificate carefully and keep it in a safe place.

If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Plan Sponsor), the Policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the Policy.

When making a benefit determination under the Policy, Anthem Life has discretionary authority to interpret the terms and provisions of the Policy.

The Group Policy was issued in the state of Wisconsin. Its laws and rules will govern in resolving any questions about the Policy, except to the extent that the Policy may be governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

While You remain insured, this booklet is Your Certificate of insurance. It replaces any prior booklet or certificate given to You for the types of insurance described here. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. Many of the provisions of this Certificate are interrelated, and You should read the entire Certificate to get a full understanding of Your coverage. This Certificate also contains exclusions, so please be sure to read this Certificate carefully.

Anthem Life Insurance Company



William J. Smith
President

Fraud: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to criminal and civil penalties.

Schedule of Benefits

About This Schedule

This Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with Anthem Life Insurance Company at its Administrative Office.

The amounts of Your insurance are determined by this schedule. You are not insured for any type of coverage for which You or the Plan Sponsor have not paid the required premium.

Basic Life Insurance

Amount of Your Basic Life Insurance

\$5,000

Basic Accidental Death and Dismemberment Insurance

Amount of Your Basic Accidental Death and Dismemberment Insurance

Principal Sum: Equal to the amount of your Basic Group Term Life Insurance amount in force.

Basic Accidental Death and Dismemberment Insurance Coverage is 24-hour

ADDITIONAL BENEFITS

- Additional Benefit for Child Education
- Additional Benefit for Repatriation
- Additional Benefit for Seat Belt and Air Bag
- Additional Benefit for Common Carrier
- Additional Benefit for Coma

Specific information regarding the Policy and its terms may be obtained from the Plan Sponsor. The provisions, terms and conditions listed in any Policy document, including but not limited to this Certificate may be modified, amended, or changed at any time. Consent from any Insured or beneficiary is not required for such modification, amendment, or change.

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Definitions

Below, the definitions of the Policy are discussed. Where these terms are used in this Certificate, unless specified otherwise, they have the meaning explained here.

Accident or Accidental means accidental bodily Injury which is sustained independently of disease, Illness, or bodily infirmity.

Additional Benefit or Additional Provision means an addendum to the Policy which increases or limits coverage for a specified set of conditions. The provisions, limitations, and exclusions in the entire Policy will apply unless specifically stated otherwise in the Additional Benefit or Additional Provision.

Certificate means this document which provides a description of the coverage available under the Policy.

Child(ren) means Your natural Child, legally adopted Child, stepchild, child placed with You for adoption, or Your grandchild provided a parent of Your grandchild is Your covered Child who is under age 18, and such grandchild:

- receives more than half of his/her financial support from You; and
- has the same principal residence as You.

Claimant means a person who has filed a claim for benefits under the Policy, as an Insured or as the beneficiary of an Insured.

Class means a grouping of Insureds based on criteria agreed on between the Plan Sponsor and Us.

Contributory means that You pay all or a portion of the premium for the coverage.

Eligible Retiree, for purposes of describing Class D, means a person who meets all the following:

- has ceased active employment and retired as determined by the Plan Sponsor; and
- satisfies the Plan Sponsor's eligibility rules for Class D as they pertain to life benefits, including being eligible for Medicare coverage; and
- is a legal citizen or legal resident of the United States or Canada. In the case of a legal resident, the person will become ineligible for insurance if he or she leaves the United States or Canada for one hundred eighty (180) or more consecutive days.

Illness means:

- a sickness that impairs an Insured's normal functioning of mind or body; and
- the pregnancy, childbirth and related medical conditions of an Insured.

Independent Medical Exam means an examination by a Physician of the appropriate specialty for Your condition at Our expense. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under the Additional Benefits, if any, associated with the Policy.

Injury means bodily harm which is the direct result of an Accident and not related to any other cause.

Insured means an individual covered under the Policy.

Participating Employer means an employer that is under agreement to make contribution on Your behalf to the Local 434 Health and Welfare Fund.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services must be treated as a Physician's for the purposes of the Policy according to applicable law. Each such person must be licensed in the jurisdiction where he or she performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction.

Physician does not include:

- You.
- Your Spouse.
- Anyone employed by the Plan Sponsor, Your Participating Employer, Union Local 434; or any business partner of You or the Plan Sponsor, Your Participating Employer, or Union Local 434.
- Any member of Your immediate family, including Your and/or Your Spouse's:
 - Parents;
 - Children (natural, step, or adopted);
 - Siblings;
 - Grandparents;
 - Grandchildren;
 - In-Laws.

Plan Sponsor means the Board of Trustees of the Plumbers & Steamfitters Local 434 and MCA of Northwest Wisconsin Health and Welfare Fund, which has entered into an agreement with Us as outlined in the Policy.

Policy or Group Policy means the policy issued by Us to the Plan Sponsor and described in this Certificate.

Prior Plan means the plan providing similar insurance benefits carried by the Plan Sponsor on the day before the Policy's effective date with Us.

Proof means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or Written documentation and records as required by Us. Proof must be received by Us at Our Administrative Office. All Proof must be given at Your expense (or that of Your representative

or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any

additional Proof is reasonably required by Us, an Insured may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

Proof of Claim means evidence satisfactory to Us that a person has satisfied the conditions and requirements for a benefit. Proof of Claim must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim under the Policy;
- the Claimant's right to receive payment.

Proof of Insurability means evidence satisfactory to Us of a person's health and other information related to insurability which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

Sign or Signed means the use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

We, Us, and Our mean the insurer, Anthem Life Insurance Company.

Written or Writing means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and Your means an Eligible Retiree.

Other terms are defined elsewhere under the Policy.

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When Insurance Begins and Ends

This section tells how You may become insured.

Obtaining Insurance

To obtain insurance under the Policy, You must be an Eligible Retiree and satisfy the Plan Sponsor's eligibility rules for Class D as they pertain to life insurance benefits.

Enrollment

If you contribute to the cost of your Coverage:

You must apply for Your insurance if the coverage is Contributory.

An application for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application to Us at Our Administrative Office. If Proof of Insurability is required for any coverage, the completed Proof of Insurability statement must be sent to us at Our Administrative Office.

If you do not contribute to the cost of your Coverage:

You must enroll for Your insurance if the coverage is not Contributory.

An enrollment form for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed enrollment form to Us at Our Administrative Office.

Basic Insurance Eligibility

If You are an Eligible Retiree on the Effective Date of the Policy, You are eligible for Basic Life insurance on that date provided You were covered for insurance on the day immediately preceding the effective date of the Policy and You remain an Eligible Retiree. Otherwise, You become eligible on the first day You become an Eligible Retiree.

Effective Date of Insurance

This section tells when Your insurance may begin.

As a Retiree, You are eligible for insurance under the terms of the Policy if You satisfy the Plan Sponsor's eligibility requirements for Class D.

For Your Insurance

Except as otherwise explained in this section, Your insurance will begin on the first day coinciding with or next following the date You become eligible for such insurance and that first premium is paid.

The Plan Sponsor may require retirees to contribute toward the cost of all or part of their

insurance. Any such Contributory insurance will not become effective for You before You Sign a form agreeing to make those contributions and the first premium is paid. The form may be obtained from the Plan Sponsor. If You Sign the form more than 31 days after You became eligible, Your Contributory insurance will be deferred until the date We approve Your Written Proof of Insurability.

Changes in Insurance

Change in Class

The amount of Your benefit may change if You become insured under a different Class. The change in benefit takes effect on the date of the class change.

When Insurance Ends

For Your Basic Life Insurance

Your Life Insurance will end on the first to occur of the following dates:

1. the date the Policy, or the Plan Sponsor's agreement with us as outlined in the Policy, is terminated;
2. the day You cease to be an Insured under the Class described on the Certificate cover page;
3. the date the Policy is changed to end the insurance for Your Class;
4. the last day of the period for which premium was paid, if a premium is not paid when due;
5. the date You die;
6. the date You cease to be an Eligible Retiree as defined in the *Definitions* section of the Policy;
7. the date You request, in Writing, for Your insurance to be terminated;
8. the date You begin working for an employer who is not a Participating Employer as defined.

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Coverage Provisions

To receive Policy benefits, You must be insured under the terms of the Policy, and as described in the *When Insurance Begins and Ends* section of this Certificate. Then Your amounts of insurance are determined according to the Schedule of Benefits. Some of the coverages described in this section may not be available to you. Your Schedule of Benefits shows which coverages are available to You.

Basic Life Insurance

Death Benefit

We will pay a benefit if You die while covered in accordance with the provisions of the Policy. Your Life Insurance benefits are payable to Your beneficiary, as determined in accordance with the Beneficiary Provisions(s) under the Policy, upon receipt of due Proof of Your death.

The benefit will be paid in one sum.

Conversion of Life Insurance

Who May Convert

You will have the right to have Us issue to You an individual life insurance policy without submitting Proof of Insurability if all or part of Your insurance under the Group Policy terminates for any of the following reasons:

1. Your membership in a Class terminates while the Group Policy is in force.
2. The Group Policy terminates. You must have been insured under the Group Policy for at least 5 years.
3. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured. You must have been insured under the Group Policy for at least 5 years.

The policy will only be issued to You if You make a Written application to Us and the first premium due for the policy is received at Our Administrative Office within 31 days of such termination or benefit reduction. This 31 day period is the conversion period. The policy will not take effect until the end of the conversion period.

If You should die during the 31 day conversion period, and prior to becoming insured under a policy again, an amount of insurance equal to the maximum amount for which You were entitled to convert will be paid as a death benefit.

The premium for the individual policy will be determined by the policy type, the risk classification to which You belong, Our published rates in effect and Your age at the time of conversion as determined from the date of your last birthday.

Individual Policies Available

The policy may be on any plan, other than term insurance, with level premiums and level death benefit, which We are then issuing. It may not include any provision for disability, waiver of premium, accelerated death benefits, accidental death or other special benefit.

Limits on the Amount of Individual Life Insurance That May Be Obtained

The amount of insurance You may select under the Conversion policy is subject to the following limits.

1. It may not be less than the minimum amount for which We then issue such a policy.
2. If You ceased to be insured because of reason 1 shown in the *Who May Convert* section of this provision, it may not be more than the amount of insurance that has been terminated, reduced by any amount of life insurance for which You may be or may become entitled under this or any group insurance policy within the conversion period.
3. It may not exceed the amount of insurance that has been terminated less any applicable age reductions under the Group Policy.
4. If You ceased to be insured because of reason 2 or 3 shown in the *Who May Convert* section of this provision, it may not be more than the smaller of the following amounts.
 - a. The amount of insurance that applied to You at the time it terminated, reduced by any amount of life insurance for which You may be or may become entitled to under any group insurance policy within the conversion period.
 - b. \$5,000.
5. It may not, in any event, exceed the maximum amount of insurance You are eligible to convert as stated in clause 2 or 4 above reduced by any amount of life insurance currently in force and previously converted under the Policy.

Notice of Conversion Right

The Plan Sponsor is required to give You Written notice of the right to convert without submitting Proof of Insurability. If You are not given notice of the existence of the right at least 15 days prior to the expiration date of the 31 day conversion period, then the Insured will have 15 days after the notice is given by the Plan Sponsor to exercise the right to convert. The additional period shall not extend beyond 60 days after the expiration date of the 31 day conversion period. Written notice presented to You or mailed by the Plan Sponsor to the last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, unless properly converted within said time.

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Accidental Death and Dismemberment Insurance

Payment for any Accidental Death and Dismemberment Insurance benefit will be subject to all of the following conditions:

- The Loss is caused solely by an Accident.
- The Loss is not excluded by the terms of the Exclusions section of this provision.
- The Accident must occur while the person is insured under this provision.
- The Loss must occur within 365 days after the date on which the Accident occurred, unless otherwise specified.
- The maximum amount payable will be subject to the terms of the Limitations section of this provision.

We may, at Our expense, require an Insured to undergo an Independent Medical Exam so that We may determine that the Insured is eligible for benefits under the Policy or under any Additional Benefit or Additional Provision.

Additional Definitions for Accidental Death and Dismemberment Insurance

The following definitions apply to the Accidental Death and Dismemberment Policy provisions and benefits, as well as any Additional Benefits or Provisions for Accidental Death and Dismemberment.

Loss means a benefit from the Schedule of Losses for Basic and/or Optional Accidental Death and Dismemberment which is payable under the Policy's terms and conditions. To be considered for Accidental Death and Dismemberment benefits, a Loss must occur within 365 days of the Accident, unless otherwise specified.

In addition, **Loss** means, with regard to:

- An arm, leg, hand or foot, complete severance at or above the wrist or at or above the ankle.
- A thumb and index finger or all four fingers of one hand, complete severance at or above the metacarpophalangeal joints.
- Toes, complete severance at or above the metatarsophalangeal joints.
- An eye, the total and irrecoverable loss of sight.
- Speech, the complete and irrecoverable loss of speech.
- Hearing, the complete and irrecoverable loss of hearing.
- Quadriplegia, the total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Paraplegia, the total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Hemiplegia, the total paralysis of upper and lower limbs on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.
- Uniplegia, the total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

Principal Sum is the amount which applies to the Insured under the applicable Amount of Insurance provision at the time of the Accident.

Basic Accidental Death and Dismemberment Benefits

We will pay the amount described in the Schedule of Losses if You suffer a covered Loss due to an Accidental Injury, subject to all of the terms and limitations of the Policy:

Schedule of Losses

<u>Nature of Loss</u>	<u>Amount Payable</u>
Life.....	The Principal Sum
The sight of both eyes.....	The Principal Sum
Either both hands <u>or</u> both feet.....	The Principal Sum
One hand <u>and</u> one foot.....	The Principal Sum
The sight of one eye <u>and</u> either one hand <u>or</u> one foot.....	The Principal Sum
Speech <u>and</u> hearing in both ears.....	The Principal Sum
Either one hand <u>or</u> one foot.....	One-half of the Principal Sum
The sight of one eye.....	One-half of the Principal Sum
Speech <u>or</u> hearing in both ears.....	One-half of the Principal Sum
Both the thumb <u>and</u> index finger of one hand.....	One-quarter of the Principal Sum
Both thumbs of both hands.....	One-quarter of the Principal Sum
All four fingers of one hand.....	One-quarter of the Principal Sum
All of the toes of one foot.....	One-eighth of the Principal Sum
Quadriplegia.....	The Principal Sum
Paraplegia.....	The Principal Sum
Hemiplegia.....	The Principal Sum
Uniplegia.....	One-quarter of the Principal Sum

Any amount payable for Accidental Death and Dismemberment Benefits will be paid to You, except in the case of Your Loss of life, in which case, payment will be made to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

The benefit will be payable when We receive due Proof of a Loss. Your Principal Sum for Accidental Death and Dismemberment insurance is shown in the Schedule of Benefits. The benefit to be paid is the amount from the Schedule of Losses for Basic and/or Optional Accidental Death and Dismemberment subject to any conditions or reductions of the Policy. If, as the result of any one Accident, an Insured suffers more than one of the Losses shown in the Schedule of Losses with respect to any one limb, payment will be made only for the Loss for which the largest amount is payable. The total maximum amount payable for all Losses will not exceed the Insured's Principal Sum unless otherwise specified by any applicable Additional Benefit or Additional Provision.

No Right to Convert

If Your Basic Accidental Death and Dismemberment Insurance ceases or is reduced, You can not "convert" that group insurance to an individual policy.

Exclusions for Accidental Death & Dismemberment

The following exclusions apply to any and all Accidental Death & Dismemberment Benefits, including any Additional Benefits or Additional Provisions, unless otherwise specifically referenced.

No payment will be made for any Accidental Death and Dismemberment Benefit or under any Additional Benefit or Additional Provision for any death or Loss that results directly or indirectly from, or was in any manner or degree associated with or caused by any one or more of the following:

- Bodily or mental infirmity or illness or disease of any kind, or any medical or surgical treatment, diagnostic or preventative care (unless the treatment or care is provided in connection with a Loss).
- Suicide or attempted suicide or self-inflicted injury while sane or insane.
- Committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
- An act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature.
- Participation in any riot or violent disorder.
- An infection, unless caused by a visible external wound which was sustained by Accidental injury.
- Poisoning in any form, including, but not limited to, ingestion or inhalation of gas, fumes, chemicals, drugs, alcohol or any combination thereof.
- Being under the influence of any drug, narcotic, intoxicant or chemical, unless administered by or taken according to the advice of a Physician.
- Being intoxicated. "Intoxication" under this exclusion means being legally intoxicated as determined by the laws of the jurisdiction where the Accident occurred. Conviction is not necessary for determination of being intoxicated.
- Travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only. Parachuting or descent from any aircraft in flight will be deemed to be part of such flight.
- Taking part in the sports of parachute jumping, sky diving or hang gliding.
- Riding, driving, or testing a motorized vehicle used in a race or speed contest.
- Any period while an Insured is confined to a penal or correctional institution.
- Any Loss or Injury as a result of autoerotic asphyxiation.
- Any Loss or Injury which occurs while in the course of operating any Motorized Vehicle:
 - under the influence of any intoxicant or drug, unless prescribed by a physician; *or*
 - if Your blood alcohol concentration is in excess of the legal limit in the jurisdiction in which the Accident occurred.

Motorized Vehicle for the purpose of this provision means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snow mobiles; tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. "Motorized Vehicle" does not include a medically necessary motorized wheelchair.

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Additional Benefit for Child Education

If a benefit due to Your Accidental Loss of life becomes payable under the Policy, We will reimburse the reasonable and necessary expenses actually incurred according to the Additional Benefit stated below for each dependent Child who is enrolled as a full-time student and is under the age of 26 on the date of Your death:

The Child must be:

- in an Accredited Institution for higher learning above the secondary school level; or
- at the secondary school level but who will enroll as full-time student(s) in an Accredited Institution for higher learning within 365 days after the date of Your death.

Accredited Institution for higher learning means any university, college or trade school which is accredited by a regional accrediting agency that is recognized by the United States Department of Education.

The maximum Additional Benefit for Child Education will be the lowest of the following amounts:

- 5% of Your Principal Sum per year for each dependent Child;
- \$5,000 per year for each dependent Child;
- \$40,000 for all dependent Children and all years;
- The amount of expense actually incurred.

In addition, the Additional Benefit will not exceed a maximum of 4 years, which must run consecutively from Your date of death, with respect to any one dependent Child.

The Additional Benefit will be reimbursed annually upon receipt of satisfactory Proof that the dependent Child is attending an Accredited Institution for higher learning as a full-time student, but reimbursement will not be made for expenses incurred prior to Your death, or for room, board or other ordinary living, traveling or clothing expenses.

In the event the dependent Child satisfies the requirements indicated above and has reached the age of legal majority, such Child will be deemed the beneficiary with respect to benefits payable under this Additional Benefit. If the dependent Child satisfies the requirements indicated above, and has not yet reached the age of legal majority, the benefit will be payable annually to the legal guardian of the estate of the dependent Child, until such Child reaches the age of legal majority.

Additional Benefit for Repatriation

If You sustain Accidental Loss of life more than 75 miles from Your normal place of residence and indemnity for such Loss becomes payable under the terms of the Policy, We will reimburse expenses incurred for the transportation of the body of the deceased person, subject to all of the terms and limitations of the Policy and all of the following conditions:

- Reimbursement for all expenses under this Additional Benefit will not exceed \$5,000; and
- Eligible expenses will include transportation of the body, and charges directly related to the preparation of the body for such transportation; and
- Transportation of the body will be to the first resting place (including, but not limited to, a funeral home or the place of interment) in proximity to the normal place of residence of the deceased; and
- Satisfactory Proof of the actual expenses will be required at the time of claim.

The Additional Benefit will be paid to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

Additional Benefit for Seat Belt and Air Bag

If a benefit due to Your Accidental Loss of life becomes payable under the terms of the Policy, We will pay an Additional Benefit called the Seat Belt and Air Bag Benefit if You were wearing a Seat Belt, and an additional benefit if You were wearing a Seat Belt and the Automobile was equipped with Air Bag(s) at the time of the Accident. These benefits are subject to all of the terms and limitations of the Policy and all of the following conditions:

- The Seat Belt Benefit equals the lesser of (i) \$15,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
- The Air Bag Benefit equals the lesser of (i) \$10,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
- Satisfactory Proof that Your death resulted from an Automobile Accident independent of all other causes, and that You were wearing a seat belt at the time of the Accident must be received at the time of claim. Proof that the Automobile was equipped with Air Bags may also be required.
- No payment will be made for an Air Bag Benefit if at the time of the Accident You were not in a seat for which the Automobile provided an Air Bag, and wearing a Seat Belt.
- A copy of the police accident report must be submitted with the claim. The report must certify the position of the Seat Belt.

- No payment will be made for the Seat Belt or Air Bag benefit for any Insured who is driving or riding as a passenger if:
 - the blood alcohol of the driver or operator of the Automobile is in excess of the legal limit in the jurisdiction in which the Accident occurred; or
 - the use of any intoxicant or drug by the driver or operator of the Automobile is determined to be a contributing cause of the Accident, whether or not the intoxicant or drug was prescribed by a Physician.

The Additional Benefit for Seat Belt and Air Bag will be payable to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

For the purposes of this Additional Benefit:

Seat Belt means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways which is a self-propelled passenger vehicle that has four wheels and an internal combustion engine. It may include electric passenger vehicles and certain hybrids. It excludes all other motorized vehicles.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile that inflates upon collision to protect an individual from Injury and death.

Additional Benefit for Coma

If an Accidental Injury which results in a Loss payable under the terms of the Policy causes You to be in a Coma continuously for at least 31 days We will pay an Additional Benefit. The Additional Benefit for Coma will be payable annually for each month of continuous Coma, but in no event more than 8 years on behalf of You. No Additional Benefit for Coma will be payable after the comatose condition has ceased, whether by death, recovery or any other change of condition.

The Additional Benefit will be 1% of the Principal Sum for each month that You are in a Coma. In no event shall the total amount paid for all Accidental Death and Dismemberment Benefits for an Insured exceed the Principal Sum.

The Coma Benefit will be paid to the legally appointed guardian or conservator of Your finances.

If, after qualifying for an Additional Benefit, You suffer another Loss covered under the terms of the Policy, due to the same Accident that caused the comatose condition, the benefit paid for such other Loss will be the benefit stated in the Schedule of Losses reduced by the total amount of benefits paid, including the Additional Benefit for Coma which has been paid, with respect to You as a result of that Accident. If You continue to qualify for an Additional Benefit for Coma after such other loss, the amount of Additional Benefit for Coma paid annually will be predetermined in accordance with the calculation stated above. Only one Coma Benefit will be paid for any one month of Coma, regardless of the number of injuries contributing to or causing the Coma.

We will require monthly Proof of the continuing Comatose condition. We retain the right to investigate to determine whether the Comatose condition exists and continues.

The Coma Benefit will be calculated at $1/30^{\text{th}}$ of the monthly Coma Benefit for each day during a period of coma of less than a full month.

Coma and **Comatose** mean, for the purposes of this provision, a profound state of unconsciousness from which You cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician. You must be confined in a medical facility during a coma.

Additional Benefit for Common Carrier Accident

If You sustain an Accidental Injury which results in a Loss payable under the terms of the Policy, an Additional Benefit of 25% of the Principal Sum will be paid, if Your Injury is sustained while You are boarding, riding, or exiting as a fare-paying passenger in a Common Carrier.

Common Carrier means a government licensed and regulated entity that is in the business of transporting fare paying passengers. The term Common Carrier does not include:

- chartered or other privately arranged transportation; or
- taxis; or
- limousines.

General Provisions

Assignment

As part of Your estate plan, You may wish to assign ownership of any death benefits to someone else. The Policy allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance, and (c) any Accidental death insurance under the Policy. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named.

No assignment of rights, title, interest and incidents, of ownership will be binding on Us unless and until the original of the form documenting the assignment, or a true copy of it is received and acknowledged by Us at our Administrative Office.

We will have no responsibility:

- for the validity or effect of any assignment; or
- to provide any assignee with notices which We may be obligated to provide to You.

Currency

All payments made to or by Us will be made in United States dollars.

Class Membership

Insureds may be covered under only one Class at any time.

Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your claim or contest the validity of Your insurance unless:

- Your insurance would not have been approved except for Your misrepresentation; *and*
- Your misrepresentation is contained in a written instrument Signed by You; *and*
- We give You a copy of the written instrument that contains Your misrepresentation.

Incontestability

We will not use misrepresentations made by an Insured in a written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during the Insured's lifetime, unless

the misrepresentations are fraudulent. This section does not prevent Us from using at any time a defense based on:

- non-payment of premium; *or*
- any other provision of the Policy; *or*
- any other defense that is allowed by law.

Misstatement of Age or Other Facts

If Your age or any other fact was misstated, We will use the correct facts to determine whether You are Insured and if so, for what amount and duration.

In addition, the life insurance premium rate will be adjusted so that the premium paid would have been correct for Your actual age. We may make this change back to the date coverage became effective based on the misstated information.

Errors

You must be properly Insured under the Policy. An error or omission by the Plan Sponsor or by Us will not cause You to become Insured. An error or omission by the Plan Sponsor or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by an Insured or Insured's representative or beneficiary, or the Plan Sponsor.

Agency

The Plan Sponsor or Participating Employer and any administrator appointed by the Plan Sponsor or Participating Employer shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

Changes to Policy

The Policy may be amended at any time by written agreement between the Plan Sponsor and Us, without the consent of or notice to any other individual. Any amendment to the Policy must be in Writing and be attached to it. The amendment must bear the signature or a reproduction of the signature of the President, a Vice President, or Secretary of Our Company.

The effective date of change will be on the effective date of the amendment.

Enforcement of Policy Terms

If at any time We do not enforce a provision of the Policy, We will still retain Our right to enforce that provision at Our option after providing notice.

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Claims and Payment Provisions

How To Claim Benefits

Due written Proof of claim is required in order to receive benefits under the Policy. Claim forms are available to You or Your beneficiary on request to the Plan Sponsor. For prompt payment, it is necessary that the claim form be completed in full. For a claim for loss of life, a certified copy of the death certificate must be provided to Us.

Notice of Claim

Notice of a claim must be given within 90 days after a covered Loss starts. If this is not reasonably possible, notice must be given as soon as it becomes reasonably possible. Reference to a “loss” in this provision, and the provisions below, means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. Written notice can be given to Us at Our Administrative Office or to Our agent. The notice must identify You along with Your Group Policy number, and the name and address of the Claimant.

Claim Forms

When We receive the notice of claim, We will send the Claimant forms for filing Proof of Loss. The needed forms may also be obtained from the Plan Sponsor. If these forms are not given to the Claimant within 15 days, the Claimant will meet the Proof of Loss requirements by giving Us a Written statement of the nature and extent of the Loss within the time limit stated in the Proof of Loss section.

Proof of Loss

Due Written Proof of Loss must be given to Us within 90 days after such Loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible. But, unless delayed by the Claimant’s legal incapacity, the required Proof must be furnished within 2 years of the specified time.

Filing Claim Forms

The Proof of Loss claim forms contain instructions as to how they should be completed and where they should be sent. Claimants should be sure to fully complete the forms. Incomplete forms may delay the processing of the claim.

Time of Payment of Claim

Indemnities payable under the Policy for any Loss will be paid as they accrue immediately upon receipt of due Written Proof of Loss.

Payment of Claims

Any covered benefit for Your Loss of life will be payable in accordance with Your Written beneficiary designation, subject to the Policy’s provisions and applicable law. Covered benefits for all other Losses are payable to You.

Beneficiary Provisions

Designated Beneficiary Provision

The beneficiary is the person or persons You designate to receive any benefit payable because of Your death. The designation must be made in a Written statement on a form approved by Us.

You may change beneficiaries at any time, subject to applicable law. To do so, You must provide a Written statement on a new form.

Any designation or change of beneficiary will be effective on the date of its execution, regardless of whether or not You are living at the time it is given to Us. In the event You die before any designation or change is recorded, any death benefit We may have already paid will be deducted from the amount payable to a newly named beneficiary.

If You designate more than one person to share any death benefit, You should specify on the form how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before You do.

Alternate Payment Beneficiary Provision

The interests of a beneficiary who dies before You will accrue to the surviving beneficiaries. However, if for all or part of Your insurance, no beneficiary has been properly designated in accordance with the Policy provisions and applicable law, the amount of Your insurance for which there is no beneficiary will be payable in equal shares to the first of the following categories of surviving beneficiaries:

- Legal Spouse;
- Natural and legally adopted children;
- Mother and Father;
- Brother and Sister;
- Estate.

If the Insured and the beneficiary die from the same accident, and the order of deaths cannot be determined, We will pay the benefit as though the Insured survived the beneficiary.

Release for Payment

It may be that one or more persons have incurred expenses for an Insured's fatal condition or burial. If, in Our judgment this is true, We may apply part of any death benefit toward reimbursement of such persons. But the total amount of death benefit so applied shall not be more than \$500. Then, the beneficiary for the payment will receive only the unpaid balance of the death benefit.

It may happen that the person to be paid a benefit (called the "payee") is legally unable to execute a valid release for payment. If a payee is unable to execute a valid release, We may:

- pay any providers on whose charges the claim is based toward satisfaction of those charges; *or*

- pay any person or institution that has assumed custody and principal support of the payee. This will not be done, though, after claim is made by the payee's duly appointed legal representative.

If the payee dies while any accrued benefits remain unpaid, We may pay any provider on whose charges the claim is based toward satisfaction of those charges. Then, any benefits that still remain unpaid can be paid to anyone related to You by blood or marriage.

The payments under this Release for Payment provision may be made at Our discretion, subject to applicable law, and will not exceed a total of \$500. We will be discharged to the extent of any payments made in good faith under this provision.

If any person who is to receive a benefit payment is a minor or is not legally competent, then the benefit payment will be made to the legally appointed guardian of the person's estate.

Physical Examinations

We shall have the right and opportunity to have any Insured person whose Injury or Illness is the basis of a claim undergo an Independent Medical Exam. This may be done when and as often as We may reasonably require. If the person has died, We may require an autopsy, unless it is prohibited by law. Such examination or autopsy will be at Our expense.

Proof of Financial Loss

For any benefit which is based upon determination of a person's financial loss, We shall have the right to require Written Proof of financial loss. This includes, but is not limited to:

- statements of income;
- tax returns, tax statements, and accountants' statements; and
- any other Proof that We may reasonably require.

We may perform financial audits at Our expense as often as We may reasonably require. Payment of benefits may be contingent upon Proof of financial loss being satisfactory to Us.

Legal Actions

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after Written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 6 years after the time Written Proof of Loss is required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim, as explained below.

Reconsideration of a Denied Claim

If You or Your beneficiary's claim for benefits is totally or partially denied, We will provide a Written notice. The notice will give the reasons for denial. If a Claimant does not agree with the reasons given, the Claimant may request reconsideration of the claim.

To do so, the Claimant must write to Us within the 60 days after receipt of the notice of denial. The Claimant should indicate why he believes the claim was improperly denied, and include any additional information, data, questions or comments which he or she thinks are appropriate. Unless We request additional information, the Claimant will be advised of Our decision within 60 days after the Written request for reconsideration is received.

Our name and address for correspondence regarding claims appear in this Certificate. Our name and address will also be on the initial notice of denial and any subsequent correspondence from Us.

Discretionary Authority for Benefit Determination

We will make the final decision on claims for benefits under the Policy. When making a benefit determination, We will have discretionary authority to interpret the terms and provisions of the Policy. This discretionary authority should not be construed to limit the legal action that may be taken by an Insured or beneficiary in accordance with the Legal Actions provision of the Policy, and any applicable state or federal law.

Release of Information

You agree that We may request, and anyone may give to Us, any information, (including copies of records) about an Insured's Illness or Injury for which benefits are claimed and that We may give similar information if requested to anyone providing similar benefits to an Insured.

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Section II.

Value Added Services

Note: The Value Added additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificateholders as described below, modifications to our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

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Saving money is good. Saving money on things that are good for you – that's even better. With SpecialOffers@Anthem, you can receive discounts on products and services that help promote better health and well being. And, there's no extra cost to you. SpecialOffers@Anthem is just one of the perks of being a member.

Log on to www.anthem.com/specialoffers for details on discounts in categories like Family & Home, Fitness & Health, Medicine & Treatment, Vision, Hearing & Dental.

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