

AGR22-80



LOS ALAMOS

INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Dearborn Life Insurance Company**, an Illinois licensed insurance company ("Contractor" or "Carrier"), (collectively "Parties") to be effective for all purposes January 1, 2023.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-80 (the "RFP") on April 19, 2022, requesting proposals for Basic Life, Accidental Death & Dismemberment (AD&D), and Voluntary Life, Insurance (Ancillary Benefits) for Los Alamos County Employees, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated June 10, 2022 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. **Ancillary Benefits.** Contractor shall provide Term Life, AD&D, and Voluntary Life Insurance benefits ("Ancillary Benefits") benefits to all eligible, participating employees of County ("Participants"), as provided in Exhibit "A," attached hereto and made a part hereof for all purposes. For the purposes of this Agreement, "Benefits" shall consist of payments to or on behalf of Participants in accordance with the provisions of the Employee Benefit Booklet, attached as "Exhibit B," and subsequent endorsements, if applicable, all of which are attached hereto and made a part hereof for all purposes. Contractor is solely responsible for providing Ancillary Benefits insurance coverage as provided herein, which are subject to eligibility requirements, and all definitions, limitations and conditions identified in Exhibit "B."
2. **Notice of Policy Changes.** Contractor shall provide County notice no later than thirty-one (31) days prior to the effective date of any changes to the Policy, or as soon as administratively possible.
3. **Customer Service and Claims Administration.** Contractor shall provide customer service and claims administration services related to its provision of Ancillary Benefits, which include, but are not limited to, providing designated toll-free telephone access and

online electronic Participant access; providing all necessary claim and tax forms; and communicating with Participants and providers to process claims.

4. Account Management and Reporting.

- a. Contractor shall provide to County a designated account manager to work with County benefits staff.
- b. Contractor shall provide reporting tools to County in order for the County to monitor service level performance, such as claims processing. Contractor shall work with County staff to determine reporting requirements and report formats.
- c. Contractor shall provide to County Benefits Manager, or designee, access to an online group administration web portal, at no additional charge to County, where County Benefits Manager can:
 - i. View billing and payment history and paid-through dates online;
 - ii. Access group benefits insurance information; and
 - iii. Receive certificates of coverage and administrative forms online.

5. **Data and Fund Transmission.** Contractor shall work with County staff to determine data and fund transmission methods that are acceptable to both Parties.

6. **Disaster Recovery.** Contractor shall maintain an established disaster recovery plan that includes regularly scheduled testing of recovery processes and shall maintain a data back-up plan, off-site at a minimum, that ensures all participant accounts can be restored in the event of a system malfunction or failure.

SECTION B. TERM: The term of this Agreement shall commence January 1, 2023 and shall continue through December 31, 2027, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) additional one-year terms or one (1) continuous three (3) year period, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services, for the initial 48-month term of this Agreement, in accordance with the rate schedule set out in Exhibit "A," in an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), across all potential years, which amount shall include applicable New Mexico gross receipts taxes ("NMGRT"), and which amount includes all administrative fees. For any renewals, rates shall be negotiated and subject to approval by the County Council.
2. **Monthly Invoices.** Contractor shall submit monthly invoices to County's Benefits Staff, showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION H. DELIVERABLES AND USE OF DOCUMENTS: Contractor agrees that documents, records, reports and data provided by the County to Contractor and used by Contractor to develop the proposal are the property of the County for its exclusive use and re-use at any time without further compensation and without any restrictions. Employee files, records and information which are confidential, privileged, or not to be disclosed due to state or federal laws, as they pertain to claims, are considered to be the property of Contractor and the employee and will be provided to the County only with the consent of the employee or a beneficiary.

SECTION I. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors. "Subcontractor" or a "Subcontract" does not include contracts or entities under contract with the Contractor as of the effective date of this Agreement that do not pertain to the Services provided by Contractor pursuant to this Agreement.

SECTION J. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer with an AM Best rating of A- or better. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section.

County requires Certificates of Insurance to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall include County as an additional insured.

- 1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$1,000,000.00) aggregate.
- 2. Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
- 4. Professional Liability Insurance:** Insurance with the following minimum coverage: ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) ANNUAL AGGREGATE. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this agreement and for a period of at least five (5) years thereafter.

SECTION K. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. To the extent applicable, Contractor may maintain records for a longer period of time in accord with its retention and destruction policies and applicable legal requirements. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request. Inspections shall be limited in scope to the areas relevant to the Services being provided by Contractor in accordance with this Agreement.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third-party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

Notwithstanding anything previously stated to the contrary, an assignment does not include the sale of the Contractor or transfer of substantially all of the Contractor's assets. In the event of such sale or transfer, the acquiring entity shall assume all obligations under this Agreement.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

- Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement. Notwithstanding anything previously stated to the contrary, any termination must be in line with the terms and conditions of the policy documents at Exhibits "A" and "B".
- Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Benefits and Pension Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 230
Los Alamos, New Mexico 87544

Contractor:

Dearborn Life Insurance Company
701 East 22nd Street
Lombard, Illinois 60148

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the services described herein and expresses the entire agreement and understanding between the Parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor. Notwithstanding anything previously stated to the contrary, the policy documents (Exs. "A" & "B") are incorporated herein and shall govern all matters relating to coverage, claims adjudication, and claims administration.

SECTION U. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION Y. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

(This space intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

Naomi D. Maestas

NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY: *Steven Lynne*
STEVEN LYNNE
COUNTY MANAGER

10/5/2022

DATE

Approved as to form:

Kathryn S. Thwaits

J. ALVIN LEAPHART
COUNTY ATTORNEY

for

**DEARBORN LIFE INSURANCE COMPANY, AN ILLINOIS
LICENSED INSURANCE COMPANY**

BY: *David Warden*
DAVID WARDEN
VICE PRESIDENT, HEAD OF OPERATIONS

10/5/2022

DATE

Exhibit "A"
Basic and Supplemental Group Term Life Insurance Policy with AD&D
Dismemberment and Dependent Life Insurance with Dependent AD&D
Benefits
AGR22-80

Dearborn Life Insurance Company

Administrative Office:
701 E. 22nd Street
Lombard IL 60148

(A stock life insurance company, herein called "We" "Us" or "Our")

Policyholder: INCORPORATED COUNTY OF LOS ALAMOS

Policy Number: GAE60347-0001

Policy Effective Date: January 1, 2016

Revised Policy Effective Date: January 1, 2023

Anniversary Date: January 1

We agree with the *Policyholder* to insure certain eligible *Employees* of the *Policyholder*. We promise to pay benefits for loss covered by the *Policy* in accordance with its provisions. The *Policyholder* should read this *Policy* carefully and contact Dearborn Life Insurance Company promptly with any questions.

Policyholder means the *Employer* to whom the *Policy* is issued and who sponsored the coverage for its *Employees*.

Employer means the *Policyholder* and includes any division, subsidiary, or affiliated company named in the *Policy*.

POLICY EFFECTIVE DATE AND TERM

The *Policy* takes effect on the *Policy Effective Date* stated above subject to any participation requirement stated in the *Policy*. All insurance periods will be computed from that date. The *Policy* remains in force for the period for which premium has been paid. It may be renewed for further successive periods by payment of premium as stated in the *Policy*.

All periods of insurance begin and end at 12:01 A.M., Standard Time, at the *Policyholder*'s address as stated in the *Policy*, and on the *Application*.

The *Policy* is delivered in the State of New Mexico and is subject to the laws of that jurisdiction.

Signed for Dearborn Life Insurance Company



Secretary



President

Basic & Supplemental Group Term Life Insurance Policy
with
Accidental Death & Dismemberment and Dependent Life Insurance
with Dependent Accidental Death and Dismemberment Benefits

Non-Participating

TABLE OF CONTENTS

PROVISION	PAGE
<i>Premium</i>	3
<i>Premium Rate Guarantee</i>	3
<i>Policy Termination</i>	4
<i>Additional Provisions</i>	4
<i>Rates</i>	5
<i>Application</i>	<i>Attached</i>

ATTACHMENTS:

- Master Application
- Certificate of Insurance

PREMIUM

How is the initial premium calculated?

Initial life & AD&D and Dependent Life insurance premium is calculated in accordance with the attached rates.

When is premium paid?

The *Policy* is issued in consideration of the payment in advance of premium on the premium due date indicated on the *Application*. Payment must be made by the premium due date as shown on the *Application*.

If an addition, termination or change in insurance takes place other than on a regular due date, any premium adjustment will take effect on the next due date.

Is premium payable while an Insured receives benefits?

We will waive premium for an *Insured Employee* in accordance with the *Waiver of Premium* provision of the *Policy*.

Is there a grace period for premium payment?

We will allow a grace period of 60 days for the payment of any premiums due except the first. Insurance coverage shall continue in force during the grace period unless the *Policyholder* has given *Us* advance written notice of cancellation in accordance with the terms of this *Policy*. If premium is not received by the end of the grace period, this *Policy* will terminate as of the last date for which premium was paid.

The *Policyholder* is liable for premium due on coverage provided during the grace period.

If *We* receive written notice during the grace period that the *Policy* is to be canceled, *We* will cancel it as of the later of:

1. the date requested in the cancellation notice; or
2. the date *We* receive such notice. The *Policyholder* must pay a pro rata premium for any coverage provided during the grace period.

PREMIUM RATE GUARANTEE

What is the initial premium rate guarantee?

A change in premium rates will not take effect before January 1, 2027. However, *We* may change premium rates if the risk assumed changes. Premium rates may change if the following occurs:

1. a change in the *Policy* design;
2. a change in the terms of the *Policy*;
3. addition or deletion of a division, subsidiary or affiliated company;
4. a change in the number of *Insureds* by 10% or more from the number of *Insureds* on the initial Effective Date;
5. a change in the laws or regulations or other government action which applies to the *Policy*;
6. for reasons other than 1-5 above such as but not limited to a change in factors bearing on the risk assumed.

The *Policyholder* must furnish notice and documentation satisfactory to *Us* within 31 days of the occurrence of any event which would cause a change in rates as described above. If the *Policyholder* fails to provide such timely notice, *We* will apply new rates retroactively to the date of the event.

We will notify the *Policyholder* in writing at least 60 days in advance of any premium rate changes. A change may take effect on an earlier date if both the *Policyholder* and *We* agree.

POLICY TERMINATION

Who may cancel the Policy or a plan under the Policy?

The *Policy* or a plan under the *Policy* can be canceled by the *Policyholder* with 31 days written notice delivered to *Us*. This *Policy* will terminate for any of the following reasons:

1. If the *Policyholder* fails to pay any premium within the 60-day Grace Period, this *Policy* will terminate in accordance with the terms set forth in the Grace Period provision.
2. *We* may terminate this *Policy* on any premium due date if:
 - a. coverage is *Contributory* and less than 25% of the eligible *Employees* participate; or
 - b. the *Policyholder* fails to perform any of its obligations that relate to the *Policy*; or
 - c. the *Policyholder* does not promptly provide *Us* with information that is reasonably required; or
 - d. fewer than 10 *Employees* are *Insured* under the *Policy*.

If *We* cancel the *Policy*, for reasons other than the *Policyholder*'s failure to pay premium, a written notice will be delivered to the *Policyholder* at least 31 days prior to the cancellation date.

ADDITIONAL PROVISIONS

What happens if an inadvertent error occurs?

Clerical error or omission by *Us* to the *Policyholder* will not:

1. Prevent an *Employee* from receiving coverage, if he is entitled to coverage under the terms of the *Policy*; or
2. Cause coverage to begin or coverage to continue for an *Employee* when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about an *Employee* that is incorrect, *We* will:

1. Use the facts to decide whether the *Employee* has coverage under the *Policy* and in what amounts; and
2. Make a fair adjustment of the premium.

Will certificates be issued?

We will deliver *Certificates* of insurance to the *Policyholder* for issuance to each *Insured Employee*. The *Certificates* will describe the benefits, to whom they are payable, the *Policy* limitations and where the *Policy* may be inspected.

What is considered to be the entire contract?

This entire *Policy* consists of:

1. all *Policy* provisions and any amendments and/or attachments issued;
2. the Certificate of Coverage;
3. the *Policyholder*'s signed Application; and
4. the *Employee*'s signed enrollment forms.

Can Additional Employees be added to the Group?

Eligible new *Employees* and *Dependents* may be added to the group periodically either when they first become eligible or during the *Policyholder*'s regularly scheduled annual enrollment periods, provided they apply for coverage and pay or agree to pay the applicable premium.

RATES

(Initial Monthly Rates)

Class 01 Basic Term Life: \$0.039

Class 01 Accidental Death & Dismemberment: \$0.015

Class 01 Supplemental Accidental Death & Dismemberment: \$.04

Class 01 Dependent Life (per dependent unit): \$1.05

Class 01 Supplemental Child Life: \$.08

Class 01 Supplemental Accidental Death and Dismemberment:

Individual Plan:	\$0.04
Family Plan:	\$0.055

Class 01 Supplemental Life: Employee and Spouse

Age Range	Rate
0 to 30	\$0.072
30 to 34	\$0.081
35 to 39	\$0.099
40 to 44	\$0.153
45 to 49	\$0.252
50 to 54	\$0.423
55 to 59	\$0.657
60 to 64	\$1.026
65 to 69	\$1.764
70 and Over	\$3.285

NOTICE OF PROTECTION PROVIDED BY NEW MEXICO LIFE INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the New Mexico Life Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under New Mexico 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 New Mexico law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

Life Insurance

\$300,000 in death benefits

\$100,000 in cash surrender or withdrawal values

Health Insurance

\$500,000 in hospital, medical and surgical insurance benefits

\$300,000 in disability income insurance benefits

\$300,000 in long-term care insurance benefits

\$100,000 in other types of health insurance benefits

Annuities

\$250,000 in present value of annuity benefits

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000 (\$500,000 for hospital, medical and surgical insurance policies).

Note to benefit plan trustees or other holders of unallocated annuities covered under the act: For unallocated annuities that fund certain government retirement plans, the limit is \$250,000 in present value of annuity benefits per plan participant. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contract holder, regardless of the number of contracts held or number of persons covered.

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 New Mexico law.

To learn more about the above protections, please visit the Association’s website at www.nmlifega.org, or contact:

New Mexico Life Insurance
Guaranty Association
PO Box 2880
Santa Fe, NM 87504-2880
505-820-7355

Insurance Division
Public Regulation Commission
PO Box 1269
Santa Fe, NM 87504-1269
888-427-5772

Insurance companies and agents are not allowed by New Mexico law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and New Mexico law, then New Mexico law will control.



FACTS	WHAT DOES BLUE CROSS AND BLUE SHIELD OF NEW MEXICO (BCBSNM) DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and payment history ■ Transaction history and employment information ■ Medical information and insurance claim history <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BCBSNM chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does BCBSNM share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Who we are

Who is providing this notice?

- Dental Network of America®, LLC
- Dearborn Life Insurance Company

Questions

Go to www.bcbsnm.com

Insurance products and services provided by Dearborn Life Insurance Company, 701 E. 22nd St., Lombard, IL 60148

What we do

How does BCBSNM protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does BCBSNM collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ file an insurance claim or provide employment information ■ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ Our affiliates include Health Care Service Corporation, a Mutual Legal Reserve Company; DenteMax®, LLC
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ BCBSNM does not share with nonaffiliates so they can market to you
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Blue Cross and Blue Shield of New Mexico is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Exhibit "B"
Term Life and AD&D Insurance Employee Benefit Booklet
AGR22-80



BlueCross BlueShield of New Mexico

Term Life and AD&D Insurance

Employee Benefit Booklet

INCORPORATED COUNTY OF LOS ALAMOS

GAE60347-0001

Class 1-01

Dearborn Life Insurance Company

Administrative Office:
701 E. 22nd Street
Lombard IL 60148

(A stock life insurance company, herein called "We" "Us" or "Our")

Having issued Group Policy No. GAE60347-0001

(herein called the *Policy*)

to

INCORPORATED COUNTY OF LOS ALAMOS

(herein called the *Policyholder*)

Group Insurance Certificate

CERTIFIES that *You* are insured, provided that *You* qualify under the ELIGIBILITY AND EFFECTIVE DATES provision, become insured and remain insured in accordance with the terms of the *Policy*. *Your* insurance is subject to all the definitions, limitations and conditions of the *Policy*, and it takes effect as stated in the ELIGIBILITY AND EFFECTIVE DATES provision.

This Certificate describes *Your* eligibility for benefits and the terms and provisions of the *Policy*. It replaces and cancels any other Certificate previously issued to *You* under the *Policy*.

If the terms and provisions of the Group Insurance Certificate (issued to *You*) are different from the *Policy* (issued to the *Policyholder*), the *Policy* will govern. *Your* coverage may be canceled or changed in whole or in part under the terms and provisions of the *Policy*.

The Certificate is delivered in the State of New Mexico and is subject to the laws of that jurisdiction.

READ YOUR CERTIFICATE CAREFULLY

Signed for Dearborn Life Insurance Company



Secretary



President

Basic & Supplemental Group Term Life Insurance Certificate with Accidental Death & Dismemberment Benefits and Dependent Life Insurance with Dependent Accidental Death and Dismemberment Benefits

Non-Participating

TABLE OF CONTENTS

Schedule of Benefits.....	3
Eligibility and Effective Dates.....	6
Group Term Life Insurance Benefit.....	8
Conversion of Life Insurance.....	9
Waiver of Premium.....	10
Accelerated Death Benefit.....	12
Portability Benefit.....	14
Dependent Life Insurance.....	16
Conversion of Dependent Life Insurance.....	17
Accidental Death, Dismemberment and Loss of Sight Benefit.....	20
Termination Provisions.....	27
General Provisions.....	29
Definitions.....	31

SCHEDULE OF BENEFITS

POLICYHOLDER: INCORPORATED COUNTY OF LOS ALAMOS
POLICY NUMBER: GAE60347-0001
EFFECTIVE DATE: January 1, 2016
REVISED EFFECTIVE DATE: January 1, 2023

ELIGIBILITY: Class 01 ALL ACTIVE FULL TIME EMPLOYEES of the Policyholder working in the United States of America who are Actively at Work for the Policyholder and who have completed the Eligibility Waiting Period are eligible for the insurance. A full-time *Employee* is one who regularly works a minimum of 20 hours per week for the *Policyholder*. Seasonal and temporary *Employees* of the *Policyholder* are not eligible.

Eligibility Waiting Period:

Current <i>Employees</i> :	First of the month following date of hire
New <i>Employees</i> :	First of the month following date of hire

Policyholder Contribution:

Basic Life &AD&D	80% of premium for employees working full time
	60% of premium for employees working 3/4 of the time
Dependent Life & AD&D	40% of premium for employees working 1/2 of the time
	80% of premium for employees working full time
	60% of premium for employees working 3/4 of the time
	40% of premium for employees working 1/2 of the time
Supplemental Life & AD&D	0% of premium
Supplemental Dependent Life & AD&D	0% of premium

GROUP TERM LIFE INSURANCE

Employee Basic Life Benefit Amount 1.00 times *Annual Earnings* to a maximum of \$50,000 rounded to the next higher \$1,000, but not less than \$10,000 prior to any applied reductions

Employee Supplemental Life Benefit Amount Incremental selection from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000

Annual Earnings means *Your* gross annual income from the *Policyholder*. It includes *Your* total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. *Annual Earnings* does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than the *Policyholder*.

Guarantee Issue Benefit Limit *Employee Supplemental:* \$250,000

Spouse Supplemental: \$70,000

Amounts in excess of the Guarantee Issue Benefit Limit are subject to satisfactory *Evidence of Insurability*

Reduction of Benefits

Employee Basic and Employee and Spouse Supplemental Group Term Life benefits reduce by 35% of the original amount at age 65 and further reduce to 50% of the original amount at age 70. Benefits terminate at retirement.

Waiver of Premium

Waiver Eligibility	Totally Disabled prior to age 60 without interruption from the last date worked for at least 9 months
Insured Eligibility	<i>Employee</i>
Maximum Waiver of Premium Duration	Age 65

Accelerated Death Benefit (ADB)

Benefit Amount	50% Basic and <i>Supplemental</i> Term Life Insurance In force
Insured Eligibility	<i>Employee, Dependent Spouse, Dependent Child</i>
Minimum Covered Life Insurance Amount	\$5,000
Maximum ADB Payment	\$100,000
Minimum ADB Payment	\$5,000

Portability

Benefit Eligibility	Basic and <i>Supplemental</i> Life
Insured Eligibility	<i>Employee & Dependent Spouse</i>
Portability Benefit Duration	Age 70

DEPENDENT TERM LIFE INSURANCE

<i>Spouse</i> Benefit Amount	Basic: \$5,000, not to exceed 100% of the <i>Employee's</i> benefit amount
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<i>Spouse</i> Benefit Amount	<i>Supplemental:</i> Incremental selection from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000, not to exceed 100% of the <i>Employee's</i> benefit amount
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<i>Child(ren)</i> Benefit Amount	Basic: \$500 - Age live birth to 15 days \$500 - age 15 days to 6 months \$2,000- age 6 months to age 26
<i>Child(ren)</i> Benefit Amount	<i>Supplemental:</i> \$500 - Age live birth to 15 days \$500 - age 15 days to 6 months \$10,000 - age 6 months to age 26

GROUP ACCIDENTAL DEATH & DISMEMBERMENT

Employee Basic AD&D Coverage Amount 1.00 times *Annual Earnings* to a maximum of \$50,000 rounded to the next higher \$1,000, but not less than \$10,000 prior to any applied reductions

Employee Supplemental AD&D Coverage Amount Incremental selection from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000

Annual Earnings means *Your* gross annual income from the *Policyholder*. It includes *Your* total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. *Annual Earnings* does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than the *Policyholder*.

Dependent AD&D Benefit Amount

Spouse

Supplemental:

50% of the *Employee Coverage Amount*

40% of the *Employee Coverage Amount* for a *Spouse & Dependent Child(ren)*

15% of the *Employee Coverage Amount*

10% of the *Employee Coverage Amount* for a *Dependent Child(ren) & Spouse*

Reduction of Benefits

Basic and Supplemental Accidental Death and Dismemberment benefits reduce by 35% of the original amount at age 65 and further reduce to 50% of the original amount at age 70. Benefits terminate at retirement.

Seat Belt Benefit

10% of *Employee Coverage Amount*, to a maximum of \$25,000

Air Bag Benefit

5% of *Employee Coverage Amount* to a maximum of \$5,000

Repatriation Benefit

Actual costs to a maximum of \$5,000

Education Benefit

Benefit Amount

3% of *Employee Coverage Amount*, to a maximum of \$3,000 per year

Maximum Benefit Duration

Benefit payable for a maximum of 4 Years

Eligible Dependents

Age live birth to age 19 years (26 if a full-time student)

Day Care Benefit Amount

Benefit Amount

3% of *Employee Coverage Amount* to a maximum of \$5,000 per year

Maximum Benefit Duration

4 Years

Maximum Spouse Training Benefit

\$3,000

Coma Benefit Amount

Benefit Amount

1% of *Employee Coverage Amount* to a maximum of \$1,000 per month

Maximum Benefit Duration

11 Months

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Who is eligible for this insurance?

The eligibility for this insurance is as indicated in the *Schedule of Benefits*.

The *Eligibility Waiting Period* is set forth in the *Schedule of Benefits*.

When does Your Contributory insurance become effective?

Contributory means *You* pay all or a portion of the premium for this insurance coverage.

You may apply for *Supplemental* insurance coverage at any time. *Your* coverage will become effective as follows, provided *You* are *Actively at Work* on that date:

Your Contributory coverage for amounts up to the *Guarantee Issue Benefit Limit* will become effective on the latest of the following dates provided *You* are *Actively at Work* on that date:

1. If *You* enroll for coverage prior to the *Policy* effective date, the *Policy* effective date;
2. If *You* enroll for coverage within 31 days of *Your* eligibility date, on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*;
3. If *You* do not enroll for *Supplemental* coverage within 31 days after *Your* eligibility date, *You* are considered a late applicant and must furnish *Evidence of Insurability* satisfactory to *Us* before coverage can become effective, unless *You* qualify because of a *Change in Family Status*.
 - a. Coverage for a late applicant will become effective on the date *We* determine that the *Evidence of Insurability* is satisfactory and *We* provide written notice of approval.
 - b. Coverage requested because of a *Change in Family Status* will become effective on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*.

You must be *Actively at Work* for coverage under the *Policy* to become effective.

Enrollment Form means the application *You* complete to apply for coverage under the *Policy*.

Change in Family Status

If *You* experience a *Change in Family Status*, *You* may enroll for *Supplemental* coverage, apply for additional coverage, or request changes to *Your* current *Supplemental* benefit program(s) without providing *Evidence of Insurability*, provided the benefit change is consistent with the *Change in Family Status*. *You* must submit the appropriate *Enrollment Form* within 31 days of the *Change in Family Status*.

Change in Family Status means changes in the status of *Your* family, including but not limited to:

1. *You* get married;
2. *You* have a *Dependent Child*, or *You* adopt or become the legal guardian of a *Dependent child*;
3. *Your Spouse* dies or *You* become divorced;
4. *Your Dependent Child* becomes emancipated or dies;
5. *Your Spouse* is no longer employed, resulting in a loss of group insurance, or;
6. *You* have a change in classification which results in *You* changing from part-time to full-time, or full-time to part-time.

When is Evidence of Insurability required?

Evidence of Insurability is required if:

1. *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date; or
2. *You* voluntarily canceled *Your* insurance and choose to reapply; or
3. *Your* coverage amount exceeds the *Guarantee Issue Benefit Limit* as set forth in the *Schedule of Benefits*; or
4. *You* apply to increase *Your* coverage amount during the *Policy* year; or
5. An increase to *Your Annual Earnings* results in an increase to *Your* Life Insurance benefit of more than \$50,000, and that amount exceeds the *Guarantee Issue Benefit Limit*.

6. *You* enroll for additional coverage that is greater than the next higher coverage option or more than once annually. Receipt of premium before *We* have approved *Evidence of Insurability* will not constitute acceptance and does not guarantee issuance of any benefit amount prior to *Our* approval.

Evidence of Insurability means a statement of *Your* medical history which *We* will use to determine if *You* are approved for coverage. *Evidence of Insurability* will be provided at *Our* expense if *You* enroll within 31 days after *Your* eligibility date. *Evidence of Insurability* will be provided at *Your* expense if *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date.

Evidence of Insurability Form means a form provided or approved by *Us* on which *You* provide a statement of *Your* medical history.

You may obtain an *Evidence of Insurability Form* from the *Policyholder*.

If You are not Actively at Work, when does coverage become effective?

If *You* are absent from *Active Work* on the date *Your* coverage would otherwise become effective; and *Your* absence is caused by an *Injury*, illness or layoff, *Your* effective date for any initial coverage or increased coverage will be deferred until the first day *You* return to *Active Work*.

However, *You* will be considered *Actively at Work* on any day that is not *Your* regularly scheduled work day (including but not limited to a weekend, vacation or holiday) if *You* were *Actively at Work* on the immediately preceding scheduled work day and *You* were:

1. not *Hospital Confined*; or;
2. disabled due to an *Injury* or *Sickness*.

Changes to Your coverage

A change in *Your* coverage may occur if:

1. There is a *Policy* change; or
2. *You* enter another class and become eligible for a change in benefits; or
3. *You* experience a qualified *Change in Family Status*
4. There is a change in *Your Annual Earnings*, which results in an increased benefit amount

If *You* are eligible for additional coverage due to a *Policy* change, the additional coverage will be effective on the date the *Policy* change is effective, as requested by the *Policyholder* and agreed upon by *Us*.

Additional coverage for reasons other than a *Policy* change will be effective as indicated in the "**When Does Your Contributory insurance become effective?**" section, or the later of:

1. The date *You* enroll for the additional coverage; or
2. The date *You* become eligible for the additional coverage, if enrollment is not required; or
3. The date *We* approve *Your* coverage if *Evidence of Insurability* is required.

In order for *Your* additional coverage to begin, *You* must be *Actively at Work*.

Additional *Contributory* coverage is subject to payment of premium.

Eligibility after You Terminate Employment

If *Your* coverage ends due to termination of employment and *You* do not elect continued coverage under the Portability Benefit provision, *You* must meet all the requirements of a new *Employee* if *You* are rehired at a later date.

Exception: If *Your* coverage ends due to termination of employment and *You* return to *Active Work* in an eligible class within 6 months, *We* will not:

1. apply a new *Eligibility Waiting Period*; or
2. require *Evidence of Insurability*.

If *You* converted all or part of *Your* group life insurance when employment terminated, the individual policy must be surrendered upon return to *Active Work*.

TERM LIFE INSURANCE BENEFIT

THIS BENEFIT ONLY APPLIES TO YOU IF YOU HAVE ELECTED TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

When is a Life Insurance Benefit payable?

We will pay *Your* beneficiary the amount of life insurance in force as of the date of *Your* death provided:

1. *You* are insured under the *Policy* on the date of death, and
2. *We* receive *Proof* of death within two (2) years after the date of death.

We will determine the amount of insurance payable based upon the *Schedule of Benefits*.

Are Life Insurance Benefits payable for death by suicide?

Life Insurance benefits including Waiver of Premium, and Accelerated Death Benefits, will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within one (1) year from the effective date of *Your Supplemental* Term Life Insurance or the effective date of any increased amount of life insurance. *Our* liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

If *You*:

1. were covered for *Supplemental* life insurance under a prior carrier's policy; and
2. were insured under the *Policy* on its effective date;
3. and there was no lapse in coverage,

We will consider the time *You* were covered under the *Policy* and under the prior carrier's policy in determining if benefits are payable for death by suicide. The death benefit, if payable under this provision, will be the lesser of the benefit under the *Policy* or the benefit under the prior carrier's policy.

Who will receive Your Life Insurance Benefits?

Your beneficiary designation must be made on a form which *We* provide or on a form accepted by *Us*. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless *You* had specified otherwise. The *Policyholder* may not be named as beneficiary. Unless *You* provide otherwise, if a beneficiary dies before *You*, *We* will divide that beneficiary's share equally between any remaining named beneficiaries.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, *We* will not make payment until a claim is made by the person or entity which, by court order, has been granted control of the estate of such beneficiary. This provision does not prevent *Us* from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

Facility of Payment

If no named beneficiary survives *You* or if *You* do not name a beneficiary, *We* will pay the amount of insurance:

1. to *Your* spouse, if living; if not,
2. in equal shares to *Your* then living natural or legally adopted children, if any; if none,
3. in equal shares to *Your* father and mother, if living; if not,
4. in equal shares to *Your* brothers and/or sisters, if living; if not,
5. to *Your* estate.

If any benefits under this provision are to be paid to *Your* estate, *We* may pay an amount not greater than \$2,000 to any person *We* consider equitably entitled by reason of having incurred funeral or other expenses incident to *Your* death. Any and all payments made by *Us* shall fully discharge *Us* in the amount of such payment.

May You change Your beneficiary?

You may change *Your* beneficiary at any time by completing a form provided or accepted by *Us*, and sending it to the *Policyholder*. *Your* written request for change of beneficiary will not be effective until it is recorded by the *Policyholder*. After it has been so recorded, it will take effect on the later of the date *You* signed the change request

form or the date *You* specifically requested. If *You* die before the change has been recorded, *We* will not alter any payment that *We* have already made. Any prior payment shall fully discharge *Us* from further liability in that amount.

If *You* are approved for continued life coverage under the Waiver of Premium or Portability provision, *You* may be asked to name a beneficiary. A beneficiary designation made in connection with Waiver of Premium or Portability, if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the *Policy*. Such change of beneficiary only applies while *You* qualify for continued coverage under the Waiver of Premium or Portability provision.

If continuation of life insurance under the Waiver of Premium or Portability provision ceases, and *You* are employed by the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, *We* will pay death benefits in accordance with the Facility of Payment provision.

CONVERSION OF LIFE INSURANCE

How much Life Insurance may You convert if eligibility terminates?

You may convert to an individual policy of life insurance if *Your* life insurance, or a portion of it, ceases because:

1. *You* are no longer employed by the *Policyholder*; or
2. *You* are no longer in a class which is eligible for life insurance.

In either of these situations, *You* may convert all or any portion of *Your* life insurance which was in force on the date *Your* life insurance ceased.

How much Life Insurance may You convert if the policy terminates or is amended?

You may also convert to an individual policy of life insurance if *Your* life insurance ceases because:

1. life insurance benefits under the *Policy* cease; or
2. the *Policy* is amended making *You* ineligible for life insurance; however, in either of these situations,

You must have been insured under the *Policy*, or the *Policy* it replaced, for at least five (5) years. The amount of insurance converted in either of these situations will be the lesser of:

1. the amount of life insurance in force, less any amount for which *You* become eligible under this or any other group policy within 31 days after the date *Your* life insurance ceased; or
2. \$10,000.

How to apply for conversion

We must receive written application and the first premium for the individual life insurance policy within 31 days after life insurance under the *Policy* ceased. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain waiver of premium, accelerated death benefit, disability benefits, accidental death and dismemberment benefits or any other ancillary benefits.

The minimum issue amount of an individual conversion policy is \$2,000. The premium for the individual policy will be based on:

1. *Our* current rates based upon *Your* attained age; and
2. the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which *You* could apply for conversion.

If *You* die during a period when *You* would have been entitled to have an individual policy issued to *You* and if *You* die before such an individual policy became effective, *We* will pay *Your* beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

1. *Your* death occurred during the 31-day period within which *You* could have made application; and
2. *We* receive proof of death within two (2) years of the date of death.

If life insurance benefits are paid under the *Policy*, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

If *You* have elected Portability, conversion is not available for amounts continued under Portability unless coverage under Portability terminates. Conversion from Portability will be as specified under Portability.

Notice. If the *Policyholder* fails to notify *You* at least 15 days prior to the date insurance under the *Policy* would cease, *You* shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the *Policy*. The additional election period shall expire 15 days immediately after the *Policyholder* gives *You* notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

WAIVER OF PREMIUM

What is the Waiver of Premium benefit?

We will continue *Your* Basic and *Supplemental* life insurance benefit under the *Policy* without further payment of life insurance premium if *You* become *Totally Disabled*, provided:

1. *You* are insured under the *Policy* and were *Actively at Work* on or after the effective date of the *Policy*; and
2. *You* are under the age of 60; and
3. *You* provide *Us* with satisfactory written proof of *Total Disability* within 12 months after the date *You* became *Totally Disabled*; and
4. *Your Total Disability* has continued without interruption for at least 9 months; and
5. *You* are still *Totally Disabled* when *You* submit the proof of disability; and
6. all required premium has been paid.

Total Disability* or *Totally Disabled means *You* are diagnosed by a *Doctor* to be completely unable because of *Sickness* or *Injury* to engage in any occupation for wage or profit or any occupation for which *You* become qualified by education, training or experience.

We will waive premium beginning the month after *We* receive satisfactory proof that *You* have been *Totally Disabled* for at least 9 months. Premium will continue to be waived provided *You*:

1. remain *Totally Disabled*; and
2. provide satisfactory written proof of continuing *Total Disability* upon request.

You are responsible for obtaining initial and continuing proof of *Total Disability*.

You will be covered for the amount of life insurance in force as of the date *Total Disability* commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as shown on the *Schedule of Benefits* or which are the result of an amendment to the *Policy*, but in no event will the insurance amount increase while *Your* life insurance is continued under Waiver of Premium. This life insurance coverage will continue without the payment of premium until *You* are no longer *Totally Disabled*, or attain the Maximum Waiver of Premium Duration as set forth in the *Schedule of Benefits* or retire, whichever occurs first.

We may have *You* examined at reasonable intervals during the period of claimed *Total Disability*. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if *You* refuse to be examined as and when required.

If *You* are approved for continued coverage under the Waiver of Premium provision, *You* will be asked to name a beneficiary. That beneficiary designation:

1. will only apply while *Your* coverage continues under this Waiver of Premium provision; and
2. if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the *Policy*.

We will pay the amount of life insurance in force to *Your* beneficiary if *You* die before furnishing satisfactory proof of *Total Disability*, if:

1. *You* die within one year from the date *You* became *Totally Disabled*; and
2. *We* receive proof that *You* were continuously *Totally Disabled* until the date of death; and
3. *We* receive proof of death not more than two (2) years after *Your* death.

If continuation of life insurance under the Waiver of Premium provision ceases while the *Policy* is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date. If *You* return to work with the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, *We* will pay death benefits in accordance with the Facility of Payment provision.

If continuation of life insurance under the Waiver of Premium provision ceases, and *You* are no longer employed by the *Policyholder*, *You* may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of this Certificate.

How does termination of the Policy affect Your insurance under the Waiver of Premium Benefit?

Termination of the *Policy* will not affect any insurance that has been continued under this Provision prior to the termination date.

What if You are Totally Disabled and the Policy ends before You satisfy the Elimination Period?

Your coverage under the *Policy* will end if the *Policy* ends before *You* satisfy the *Elimination Period*. However, when the *Policy* ends *You* may be entitled to convert *Your* coverage to an individual plan of life insurance as described in the Conversion of Life Insurance provision.

You may still submit a claim for Waiver of Premium Benefits after the *Policy* ends. However, *You* must be *Totally Disabled*, pay the Conversion premium for the full length of the Elimination Period and qualify for the Waiver of Premium Benefits.

At no time can You be covered under both the individual conversion policy and this Policy.

Upon receipt of timely notice and due proof of *Your Total Disability* *We* will evaluate *Your* claim. If *We* determine that *You* qualify and *You* pay all applicable premiums, *We* will approve *Your* Waiver of Premium claim under the *Policy* and agree to rescind any individual policy of life insurance issued to *You* under the Conversion privilege. *We* will refund any premiums paid for such coverage. Insurance under the *Policy* will not go into effect until *We* approve your claim in writing.

ACCELERATED DEATH BENEFIT

The benefit paid under this provision may be taxable. If so, *You* or *Your* beneficiary may incur a tax obligation. As with all tax matters, *You* or *Your* beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect *Your* eligibility for Medicaid or other governmental benefits or entitlements.

What is the Accelerated Death Benefit?

The *Accelerated Death Benefit* is a percentage of *Your* group Basic and *Supplemental* term life insurance which is payable to *You* prior to *Your* death if *We* receive *Proof* that *You* have a *Terminal Condition*. The *Accelerated Death Benefit* is limited to the maximum and minimum amounts shown on the *Schedule of Benefits*, and is payable only once to any one *Insured*.

The *Accelerated Death Benefit* is calculated on the group Basic and *Supplemental* term life insurance benefit amount in force under the *Policy* on the date *You* are diagnosed with a *Terminal Condition*. If *Your* group term life insurance will reduce, due to age, within 12 months after the date *We* receive *Proof*, the *Accelerated Death Benefit* will be calculated on the reduced group Basic and *Supplemental* term life insurance benefit.

Who is Eligible for an Accelerated Death Benefit?

This benefit only applies to *Insureds* with at least the Minimum Covered Life Insurance Benefit amounts set forth in the *Schedule of Benefits*. *You* must have been *Actively at Work* on or after the effective date of the *Policy* to be eligible for an *Accelerated Death Benefit*.

This benefit does not apply to Accidental Death and Dismemberment benefits.

Terminal Condition means *You* have been examined and diagnosed by *Your Doctor* as having a medically determined condition which is expected to result in death within 12 months from the date that a claim for benefit under this provision is received by *Us*. *We* have the sole right to determine if such *Proof* is acceptable.

The Accelerated Death Benefit Payment

We will pay the benefit during *Your* lifetime if *You* are diagnosed with a *Terminal Condition* if *You* or *Your* legal representative submits a claim for an *Accelerated Death Benefit* and provides satisfactory *Proof*. The benefit will be paid in one sum to *You*.

Are there any exceptions to the payment of the Accelerated Death Benefit?

The *Accelerated Death Benefit* will not be payable:

1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the *Schedule of Benefits*; or
2. if *Your Terminal Condition* is the result of:
 - a. attempted suicide, while sane or insane; or
 - b. intentionally self-inflicted injury; or
3. if *Your* group term life insurance benefit has been assigned; or
4. if *Your* group term life insurance benefit is payable to an irrevocable beneficiary, including notification to *Us* that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement; or
5. to retirees.

Notice and Proof of Claim

You must elect the *Accelerated Death Benefit* in writing on a form that is acceptable to *Us*. *You* must furnish *Proof* that *You* have a *Terminal Condition*, including certification by a *Doctor*.

Proof under the *Accelerated Death Benefit* means evidence satisfactory to *Us* that *You* have a *Terminal Condition*. *We* reserve the right to determine, at *Our* sole discretion, if *Proof* is acceptable.

Effect on Insurance

The *Accelerated Death Benefit* is in lieu of the group term life insurance benefit that would have been paid upon *Your* death. When the *Accelerated Death Benefit* is paid:

1. the term life insurance benefit otherwise payable upon *Your* death will be reduced by the amount of the *Accelerated Death Benefit*;
2. the amount of group term life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of the *Accelerated Death Benefit*; and
3. the premium due for group term life insurance will be calculated on the amount of such insurance remaining in force after deducting the *Accelerated Death Benefit*.

What happens to my coverage if I recover from the Terminal Condition?

If *Your Doctor* certifies that *You* no longer have a *Terminal Condition* and:

1. *You* return to work in an eligible class, coverage will remain in force, provided premium is paid when due.
2. *You* do not return to an eligible class but *You* are approved for continued life insurance coverage under the Waiver of Premium provision, coverage will remain in force, subject to the terms and conditions of the Waiver of Premium provision.
3. *You* do not return to an eligible class, and *You* do not qualify for continued life insurance, coverage will end and *You* may elect Portability or apply for conversion to an individual policy of life insurance in accordance with the applicable terms, conditions and time limits set forth in the Conversion of Life Insurance provision of the *Policy*.

In any event, the amount of coverage eligible to be continued, ported or converted will be reduced by the amount of the *Accelerated Death Benefit* paid.

PORTABILITY BENEFIT

What is the Portability Benefit?

If *Your* Basic and Supplemental Group Life Insurance, or any portion of it, terminates, *You* may elect to continue *Your* Life Insurance in accordance with the terms of the *Policy* by paying premiums directly to *Us*. If *You* elect Portability, *You* may also elect to continue *Dependent* Life Insurance under the conditions set forth below, but *You* may not apply for *Dependent* Life Insurance at the time you apply for Portability. The coverages eligible for Portability and the Portability Benefit Duration are set forth in the *Schedule of Benefits*.

The premiums for the coverage continued under the Portability Benefit will not be the same as the premium *You* are charged for *Your* group Life insurance under the *Policy*. Portability premium will be based on:

1. *Our* current rates for the applicant's age and class of risk at the time he elects Portability; and
2. the amount of insurance continued under Portability.

The maximum amount of Life Insurance which may be continued under Portability is the amount of Life Insurance terminating at the time the Portability Benefit is elected.

A beneficiary designation on the Application for Portability, if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the *Policy*, and that beneficiary designation will only apply while *Your* coverage continues under this Portability Benefit provision.

The Waiver of Premium is not available for any *Insured* whose *Total Disability* begins after coverage under Portability becomes effective. The Accelerated Death Benefit is not available for any *Insured* who is diagnosed with a *Terminal Condition* after coverage under Portability becomes effective.

What are Eligibility Requirements for Employee Portability?

To be eligible for Portability, *You* must meet the following conditions:

1. *You* must have been insured under the *Policy* for at least one year prior to electing Portability; and
2. *Your* Life Insurance, or a portion of it, must have terminated for reasons other than *Sickness*, *Injury*, retirement or termination of the master *Policy*; and
3. *You* must be less than 70 years of age; and
4. *You* must be able to perform the *Material and Substantial* duties of any *Gainful Occupation* for which *You* are qualified by education, training or experience; and
5. *You* must not have exercised the right to convert under the Conversion of Life Insurance provision the amount of Life Insurance *You* elect under the Portability Benefit. If *You* elect the Portability benefit, any amounts of Life Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision.

You must submit an application for Portability and the first premium within 31 days after the date *Your* Life Insurance terminated.

We reserve the right to rescind any coverage amounts continued under Portability if it can be shown that *You* misrepresented any of the information provided to support eligibility for Portability.

Can Dependent Life Insurance be Ported if Your Eligibility Terminates or if Your Spouse's Coverage Terminates?

Yes, *You* or *Your* insured *Spouse* may elect Portability of Dependents' Life Insurance if Dependents' insurance coverage ceases as follows:

1. *You* may apply for Portability of Dependent Life Insurance if *You* meet the eligibility requirements to port *Your* Life Insurance as shown above and *You* are covered for Dependent Life insurance on the date *Your* coverage ceases.
2. *Your* insured *Spouse* may apply for Portability of his Group Life Insurance, and/or life insurance on covered *Dependent Child(ren)* provided:
 - a. *Your Spouse's* life insurance terminates because *You* die or *Your* eligibility for Dependent Life Insurance ceased for reasons other than retirement or termination of the master *Policy* and *Your Spouse* is less than 70 years of age.

- b. *Your Spouse* had elected Dependent Life on eligible *Dependent Child(ren)* and such coverage is still in force when *Your* eligibility for Dependents Life Insurance ceased for reasons other than retirement or termination of the master *Policy*.
 - c. *Your Spouse* must have been insured for such coverage(s) under the *Policy* for at least one year prior to electing Portability.
 - d. Portability is not available if *Your Spouse*'s life insurance terminates because he no longer meets the *Policy* definition of an *Eligible Dependent Spouse*.
3. *You* or *Your Spouse* must not have exercised the right to convert under the Dependent Conversion Privilege provision of the *Policy* the amount of coverage *You* or *Your Spouse* elect under the Portability Benefit. If *You* elect portability of Dependent Life Insurance, any amounts of Dependent Life Insurance which are not ported may be converted in accordance with the terms of the *Policy*.

If these criteria are met, *You* or *Your Spouse*, must submit an Application for Portability and the first premium within 31 days after the date such eligible Dependent Life Insurance terminated.

We reserve the right to rescind any coverage amounts continued under Portability if it can be shown that *You* or *Your Spouse* misrepresented any of the information provided to support eligibility for Portability of Dependent Life Insurance.

When will Portable Coverage Terminate?

Insurance continued under the Portability Benefit provision of the *Policy* will terminate at the earliest of the following:

1. the date *You* return to work with the *Policyholder* while the *Policy* is still in force; or
2. the date *You* or *Your Spouse* fail to pay the required premiums when due; or
3. the end of the Portability Benefit Duration set forth in the *Schedule of Benefits*; or
4. the premium due date following the date a Dependent ceases to meet the definition of an *Eligible Dependent*.

If continuation of life insurance under the Portability Benefit provision ceases while the *Policy* is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date. If *You* return to work with the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, we will pay death benefits according to the Facility of Payment provision.

Is Conversion available after coverage under Portability ends?

If coverage under Portability terminates according to (3) or (4) above, *You* may convert to an individual policy of whole life insurance in accordance with the terms of the Conversion provisions of the *Policy*. No *Evidence of Insurability* will be required. The amount of the conversion policy may not exceed the amount of life insurance which terminated as set forth above.

DEPENDENT LIFE INSURANCE

THIS BENEFIT ONLY APPLIES IF YOU HAVE ELECTED DEPENDENT TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

What is the Dependent Life Insurance Benefit?

We will pay *You* the amount of insurance set forth in the Schedule of Benefits on the life of *Your Dependent(s)* while *Your* insurance is in force. Payment will be in one lump sum.

If *You* are not living at the time *Dependent* life insurance benefits become payable, *We* will pay the benefit:

1. to *Your Spouse*, if living; if not,
2. in equal shares to *Your* then living natural or legally adopted children, if any; if none,
3. in equal shares to *Your* father and mother, if living; if not,
4. in equal shares to *Your* brothers and sisters, if living; otherwise
5. to *Your* estate.

Are Life Insurance Benefits payable for death by suicide?

Life Insurance benefits and *Accelerated Death Benefits*, will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within one (1) year from the effective date of *Your* covered Dependent's *Supplemental Term Life Insurance* or the effective date of any increased amount of life insurance. Our liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

If *Your* covered Dependent(s):

1. were covered for *Voluntary* life insurance under a prior carrier's policy;
2. were insured under the Policy on its effective date; and
3. and there was no lapse in coverage,

We will consider the time *Your* covered Dependent(s) were covered under the Policy and under the prior carrier's policy in determining if benefits are payable for death by suicide. The death benefit, if payable under this provision, will be the lesser of the benefit under the Policy or the benefit under the prior carrier's policy.

Who is eligible for Dependent Life Insurance?

If *You* are insured for life insurance under the Policy and belong to a class listed in the Schedule of Benefits as eligible for Dependent Life Insurance benefits, *You* are eligible to enroll for this benefit. If *You* or *Your Spouse* are enrolled for Dependent Life Insurance and subsequently acquire a new *Eligible Dependent*, that *Dependent* will automatically be covered.

Note: No eligible person may be covered more than once under the Policy. If a person is covered as an *Employee*, he cannot be covered as a *Spouse* or *Dependent Child* of another *Employee*. If both parents are covered as insured *Employees* under the Policy, only one may enroll for life insurance coverage on *Eligible Dependent Child(ren)*.

When does Dependent Life Insurance become effective?

Provided *You*:

1. have completed any required *Employee Eligibility Waiting Period*; and
2. apply for Dependent Life Insurance no later than 31 days after becoming eligible for this benefit; and
3. have paid or are obligated to pay any applicable premium.

Life insurance for *Your Eligible Dependent(s)* will become effective on the later of:

1. the date *Your* group insurance coverage becomes effective;
2. the effective date of the Dependent Life Insurance benefit;
3. the first of the month that falls on or next follows date *You* enroll *Your Eligible Dependent(s)*;
4. the first of the month that falls on or next follows the date *You* acquire *Your Eligible Dependent(s)*; or

5. if *Evidence of Insurability* is required, the date We determine that evidence is satisfactory and We provide notice of approval.

If *You* enroll for Dependent Life Insurance more than 31 days after *You* are eligible to do so, *You* must furnish *Evidence of Insurability* satisfactory to *Us* for each *Dependent*, and coverage will become effective as set forth above.

If an *Eligible Dependent* is required to submit satisfactory *Evidence of Insurability* for any reason, insurance in the amount for which We require such evidence will become effective on the date *We* determine that the evidence is satisfactory and We provide notice of approval.

If an *Eligible Dependent* is *Hospital Confined* or *Your Spouse* is unable to perform two of the *Activities of Daily Living* on the date coverage would otherwise become effective, insurance will not become effective until the date the *Eligible Dependent* is *No Longer Hospital Confined* or *Your Spouse* is able to perform at least two of the *Activities of Daily Living*.

When do changes in the Dependent Life Insurance benefit become effective?

If no *Evidence of Insurability* is required, increases in the amount of Dependent Life Insurance will become effective immediately on the date of the change, provided the *Dependent* is not *Hospital Confined* on that day. If the *Dependent* is *Hospital Confined*, the increase will become effective on the date the *Dependent* is *No Longer Hospital Confined*.

For amounts on which *Evidence of Insurability* is required, increases in the amount of Dependent Life Insurance will be effective on the date *We* determine that evidence is satisfactory; and, *We* provide notice of approval by *Us*.

Any decrease in the amount of Dependent Life Insurance will become effective immediately on the date of the change.

Coverage will continue past the age limit for eligible *Dependent Children* who are primarily dependent upon *You* for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. Proof of such incapacity must be provided to *Us* upon request.

CONVERSION OF DEPENDENT LIFE INSURANCE

Can Dependent Life Insurance be converted if Eligibility Terminates?

Yes, a *Dependent* may convert to an individual policy of life insurance if his life insurance, or any portion of it, ceases because:

1. *You* are no longer employed by the *Policyholder*; or
2. *You* are no longer in a class which is eligible for Dependent Life Insurance; or
3. *You* die; or
4. a *Dependent Child* reaches the limiting age under the Policy; or
5. a *Dependent Spouse* is no longer eligible as a result of divorce or dissolution of marriage; or
6. a *Dependent* is no longer eligible as defined in this provision.

In any of these situations, the *Dependent* may convert up to the amount which was in force on the date insurance was terminated.

How much can Your covered Dependent convert if the Policy is terminated or amended?

A *Dependent* may also convert to an individual policy of life insurance if his life insurance ceases because:

1. Dependent Life Insurance benefits under the Policy cease; or
2. the Policy is amended making the insured *Dependent* ineligible for Dependent Life Insurance; however, he must have been insured under the Policy, or the policy it replaced, for at least five (5) years. The amount of insurance converted in either of these situations will be the lesser of:
 1. the amount of life insurance in force, less any amount for which the *Dependent* becomes eligible under this or any other group policy within 31 days after the date his life insurance ceased; or
 2. \$10,000.

How to apply for conversion

We must receive written application and the first premium for the individual life insurance policy within 31 days after life insurance under the Policy ceases. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain Accidental Death and Dismemberment benefits or any other supplementary benefits.

The minimum issue amount of an individual conversion policy is \$2,000. The premium for the individual policy will be based on:

1. *Our* current rates based upon the applicant's attained age; and
2. the amount of the individual policy.

If the *Dependent* applies for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which he could apply for conversion.

If the *Dependent* dies during a period when he would have been entitled to have an individual policy issued to him and if he dies before such an individual policy became effective, *We* will pay the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

1. the death occurred during the 31-day period during which he could have made application; and
2. *We* receive proof of death within two (2) years of the date of death.

If life insurance benefits are paid under the Policy, payment will not be made under the converted policy, and *We* will refund any premiums paid for the converted policy.

If *You* have elected *Dependent* Life Insurance under the Portability Benefit, conversion is not available unless coverage under Portability terminates. Conversion from Portability will be as specified under Portability.

Notice. If the *Policyholder* fails to notify *You* at least 15 days prior to the date insurance under the Policy would cease, *You* shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the *Policy*. The additional election period shall expire 15 days immediately after the *Policyholder* gives *You* notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

DEPENDENT LIFE ACCELERATED DEATH BENEFIT

The benefit paid under this provision may be taxable. If so, *You* may incur a tax obligation. As with all tax matters, *You* should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect *Your* eligibility for Medicaid or other governmental benefits or entitlements.

What is the Accelerated Death Benefit?

The *Accelerated Death Benefit* is a percentage of *Your Dependent Spouse's* or *Child's* term life insurance which is payable to *You* prior to *Your Dependent Spouse's* or *Child's* death if *We* receive *Proof* that *Your Dependent Spouse* or *Child* have a *Terminal Condition*. This *Accelerated Death Benefit* is limited to the maximum and minimum amounts shown on the *Schedule of Benefits*, and is payable only once to any one *Insured*.

The *Accelerated Death Benefit* is calculated on the group Basic and *Supplemental Dependent* life insurance benefit amount in force under the *Policy* on the date *Your Spouse* or *Child* is diagnosed with a *Terminal Condition*.

Who is Eligible for a Dependent Life Accelerated Death Benefit?

This benefit only applies to *Dependents* with at least the Minimum Covered Life Insurance Benefit amounts set forth in the *Schedule of Benefits*. *You* must have been *Actively at Work* on or after the effective date of the *Policy* to be eligible for a *Dependent Life Accelerated Death Benefit*.

This benefit does not apply to Accidental Death and Dismemberment benefits.

Terminal Condition means *Your Dependent Spouse* or *Child* have been examined and diagnosed by a *Doctor* as having a medically determined condition which is expected to result in death within 12months from the date a claim for benefits under this provision is received by *Us*. *We* have the sole right to determine if such *Proof* is acceptable.

The Accelerated Death Benefit Payment

We will pay the benefit to You if Your Dependent Spouse or Child is diagnosed with a Terminal Condition if You submit a claim for a Dependent Life Accelerated Death Benefit and provide satisfactory Proof. The benefit will be paid in one sum to You.

Are there any exceptions to the payment of the Accelerated Death Benefit?

The Dependent Life Accelerated Death Benefit will not be payable:

1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the *Schedule of Benefits*; or
2. if Your Dependent Spouse's or Child's Terminal Condition is the result of:
 - a. attempted suicide, while sane or insane; or
 - b. intentionally self-inflicted injury; or
3. to retirees.

Notice and Proof of Claim

You must elect the Dependent Life Accelerated Death Benefit in writing on a form that is acceptable to Us. You must furnish Proof that Your Dependent Spouse or Child have a Terminal Condition, including certification by a Doctor.

Proof under the Dependent Life Accelerated Death Benefit of Dependent Life Insurance means evidence satisfactory to Us that Your Dependent Spouse or Child have a Terminal Condition. We reserve the right to determine, at Our sole discretion, if Proof is acceptable.

Effect on Insurance

The Dependent Life Accelerated Death Benefit is in lieu of the Dependent Life Insurance benefit that would have been paid upon Your Dependent Spouse's or Child's death. When this Accelerated Death Benefit is paid:

1. the death benefit otherwise payable upon Your Dependent Spouse's or Child's death will be reduced by the amount of the Dependent Life Accelerated Death Benefit;
2. the amount of group term life insurance which could otherwise have been ported or converted to an individual contract will be reduced by the amount of the Accelerated Death Benefit; and
3. the premium due for Dependent Life Insurance will be calculated on the amount of such insurance remaining in force after deducting this Accelerated Death Benefit.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)

**THIS BENEFIT ONLY APPLIES TO YOU IF YOU HAVE ELECTED AD&D INSURANCE
AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.**

COVERAGE PLANS AVAILABLE

Individual Plan: If You enroll in the Individual Plan, You may select a Coverage Amount within the range set forth in the *Schedule of Benefits*, and You will be covered for the amount selected while coverage remains in force, subject to any adjustments resulting from an increase in age.

Family Plan: If You enroll in the Family Plan, You may select a Coverage Amount within the range shown on the *Schedule of Benefits*, and Your Eligible Dependents will be covered for a percentage of Your Coverage Amount as shown on the *Schedule of Benefits*.

Note: No eligible person may be covered more than once under the *Policy*. If a person is covered as an *Employee*, he cannot be covered as a *Spouse* or *Dependent Child* of another *Employee*. If both parents are covered as insured *Employees* under the *Policy*, only one may enroll for life insurance coverage on *Dependent Child(ren)*.

What is the AD&D Benefit?

If, while insured under the *Policy*, You or Your covered Dependent suffer an *Injury* in an *Accident*, We will pay for those *Losses* set forth in the "Table of Losses" below. The amount paid will be the percentage stated in the Table of Losses but not more than the Coverage Amount set forth in the *Schedule of Benefits*. The *Loss* must:

1. occur within 365 days of the *Accident*; and
2. be the direct and sole result of the *Accident*; and
3. be independent of all other causes.

TABLE OF LOSSES

**% OF COVERAGE
AMOUNT PAYABLE**

Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of Speech and Hearing	100%
Quadriplegia	100%
Paraplegia	75%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%

Loss of Speech	50%
Loss of Hearing (both ears)	50%
Hemiplegia	50%
Loss of Thumb and Index Finger (on same hand)	25%
Uniplegia	25%

Definitions which apply to the AD&D Provision:

Accident or **Accidental** means a sudden, unexpected event that was not reasonably foreseeable.

Hemiplegia means total *Paralysis* of one arm and one leg on the same side of the body.

Loss, with respect to hand or foot, means actual and permanent severance from the body at or above the wrist or ankle joint, as applicable. With respect to eyes, speech and hearing, loss means entire and irrecoverable loss of sight, speech or hearing. With respect to thumb and index finger, loss means complete severance of entire digit at or above joints.

Paralysis means loss of use without severance of a limb as a result of an *Injury* to the Spinal Cord, which has continued for 12 months. *Paralysis* must be determined by a *Doctor* to be permanent, total and irreversible.

Paraplegia means total *Paralysis* of both legs.

Quadriplegia means total *Paralysis* of both arms and both legs.

Uniplegia means total *Paralysis* of one limb.

The total amount of AD&D benefits payable for all *Losses* for any *Insured* resulting from any one *Accident* will not be greater than the Coverage Amount set forth in the *Schedule of Benefits*.

Except as provided in a particular AD&D benefit provision, *We* will pay benefits for loss of life to the same beneficiary(ies) named to receive life insurance benefits. Benefits for all other *Losses* will be paid to *You*.

SEAT BELT BENEFIT

What is the Seat Belt Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, if a benefit is payable under the AD&D Benefit for *Your* loss of life as the result of an *Accident* which occurs while *You* were driving or riding in an *Automobile*, if:

1. the *Automobile* is equipped with *Seat Belts*.
2. the *Seat Belt* was in actual use and properly fastened at the time of the *Accident*.
3. the position of the *Seat Belt* is certified in the official report of the *Accident* or by the investigating officer. A copy of the police accident report must be submitted with the claim.
4. *You* were driving or riding in an *Automobile* driven by a licensed driver who was neither:
 - a. intoxicated or driving while impaired. Intoxication and impairment shall be determined, with or without conviction, by the law of the jurisdiction in which the *Accident* occurs or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication; nor
 - b. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence.

If the required certification is not available and if it is unclear whether *You* were properly wearing a *Seat Belt*, then *We* will pay an additional benefit of \$1,000.

Automobile means a validly registered private passenger car (or policyholder-owned car), station wagon, jeep-type vehicle, SUV, pick-up truck or van-type car that is not licensed commercially or being used for commercial purposes.

Seat Belt means those belts that form an occupant restraint system.

AIR BAG BENEFIT

What is the Air Bag Benefit?

We will pay an additional amount as set forth in the *Schedule of Benefits* if a benefit is payable under the AD&D Benefit for *Your* loss of life as the result of an *Accident* which occurs while *You* are driving or riding in an *Automobile* provided that:

1. *You* were positioned in a seat that was equipped with an *Air Bag*;
2. *You* were properly strapped in the *Seat Belt* when the *Air Bag* inflated; and
3. the police report establishes that the *Air Bag* inflated properly upon impact.

If it is unclear whether *You* were properly wearing *Seat Belt*(s) or if it is unclear whether the *Air Bag* inflated properly, then the Air Bag Benefit will be \$1,000.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the *Automobile*, or proper replacement parts as required by the automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. A *Seat Belt* is not considered an *Air Bag*.

REPATRIATION BENEFIT

What is the Repatriation Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, for the preparation and transportation of *Your* body to a mortuary if:

1. the Coverage Amount under the AD&D Benefit is payable for *Your* loss of life; and
2. *Your* death occurs at least 75 miles away from *Your* principal residence.

EDUCATION BENEFIT

What is the Education Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits* to *Your Dependent Student* if an AD&D benefit is payable for *Your* loss of life. We will only pay one Education Benefit to any one *Dependent Student* during any one school year. If the *Dependent Student* is a minor, We will pay the benefit to the legal representative of the minor.

Definitions which apply to the Education Benefit:

Student means an *Eligible Dependent* child who, on the date of *Your* death, is:

1. A full-time post-high school student in a *School of Higher Education*; or
2. A student in the 12th grade but who becomes a full-time post-high school student in a *School of Higher Education* within 365 days after *Your* death.

School of Higher Education means an institution which:

1. is legally authorized by the State in which it is located; and
2. provides either a program for:
 - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
 - b. Gainful employment as long as such program is at least one year of training; and
3. is accredited by an Agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

When Benefit Ends: A *Dependent Student* will no longer be eligible to receive the Dependent Education Benefit upon the earlier of the following:

1. *Our* payment of the fourth installment of the Dependent Education Benefit on behalf of or to the *Dependent Student*; or

2. At the end of the period during which due *Proof* must be submitted if no due *Proof* is submitted.

Special Child Education Benefit: If *Your Eligible Dependent* child does not qualify as a *Student*, but is enrolled in an elementary or high school, *We* will pay a Child Education Benefit in the amount of \$1,000. This benefit is payable once upon proof that *You* died as a result of an Accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after *Your* death, *Your Eligible Dependent Child* is a full-time student in an elementary or high school.

SPOUSE TRAINING BENEFIT

What is the Spouse Training Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, to *Your Dependent Spouse* if the coverage amount under the AD&D Benefit is payable for *Your* loss of life. The benefit payable is up to the Maximum Spouse Training Benefit set forth in the *Schedule of Benefits*. The benefit is paid annually for the cost of covered expenses incurred within 36 months of *Your* death.

We will pay this benefit if *You*:

1. die within 365 days of and as a result of a covered *Accident*; and
2. are survived by a *Spouse*.

The benefit will be payable for *Your* surviving *Spouse* who:

1. enrolls within 365 days after *Your* death in any *School of Higher Education* for the purpose of training, retraining or refreshing skills needed for employment; and
2. incurs expenses payable directly to or approved and certified by such school.

***School of Higher Education* means an institution which:**

1. is legally authorized by the State in which it is located; and
2. provides either a program for:
 - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
 - b. Gainful employment as long as such program is at least one year of training; and
3. is accredited by an Agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

DAY CARE BENEFIT

What is the Day Care Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, if the *Employee Coverage Amount* under the AD&D Benefit is payable for *Your* loss of life. The benefit is paid annually for the cost of covered expenses incurred, if *You* are survived by a *Dependent Child* who:

1. on the date of the covered *Accident* was enrolled in a legally licensed *Day Care Center*; or
2. is enrolled in a legally licensed *Day Care Center* within 365 continuous days from the date of the covered *Accident*; and
3. is less than 13 years of age.

The Day Care Center Benefit is payable for incurred *Day Care Center* expenses for each child who qualifies:

1. in an amount up to the Day Care Benefit Amount as set forth in the *Schedule of Benefits*; and
2. only while the *Dependent* child continues to be enrolled in a legally licensed *Day Care Center*.

We will pay this benefit once a year, at the end of a 12-month period in which there are documented *Day Care Center* expenses, for not more than the Maximum Day Care Benefit Duration, as set forth in the *Schedule of Benefits*, or until the child's 13th birthday, whichever happens first.

If at the time of the *Accident*, coverage for a *Dependent Child* is in force, but there is no *Dependent* child who qualifies, *we* will pay an additional benefit of \$1,500 to *Your* designated beneficiary.

This benefit will be payable to *Your* surviving *Spouse*, if *Your Spouse* has custody of the child. If *You* have no surviving *Spouse*, or *Your* child does not live with *Your Spouse*, then the benefit will be paid to the child's legally appointed guardian.

Day Care Center means a facility which is run according to law, including laws and regulations applicable to child care facilities, and which provides care and supervision for children in a group setting on a regular, daily basis.

A *Day Care Center* does not include: a hospital, the child's home or care provided during normal school hours while a child is attending grades one through twelve.

COMA BENEFIT

What is the Coma Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, if *You* become *Comatose* as a result of a covered *Accident* within 31 days of the *Accident* and remain *Comatose* beyond the *Waiting Period*.

We will pay the Coma Benefit as shown on the *Schedule of Benefits* each month from the end of the *Waiting Period*. We will cease payment on the earliest of:

1. the end of the month in which *You* die;
2. the end of the Coma Maximum Benefit Duration; or
3. the end of the month in which *You* are no longer *Comatose*.

If *You*:

1. die from any cause or as a result of the covered *Accident* while this Coma Benefit is payable; or
2. remain *Comatose* after this Coma Benefit is payable for the Coma Maximum Benefit Duration, we will pay a lump sum benefit equal to the Coverage Amount payable under the Policy for *Accidental* death, reduced by the amount of any *Accidental* dismemberment, loss of sight, speech, hearing, paralysis or Coma benefits paid to *You* for the *Loss* caused by the covered *Accident*.

Coma or **Comatose** means a state of complete loss of consciousness from which *You* cannot be aroused and there is no evidence of response to stimulation.

Waiting Period for the purpose of this benefit means the 31 day period from the date *You* become *Comatose*.

Exclusion: In addition to the Limitations set forth in this Certificate, the following exclusion applies to this Coma Benefit: Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. Bacterial infection that is the natural and foreseeable result of an *Accidental Injury* or *Accidental* food poisoning is not excluded.

EXPOSURE AND DISAPPEARANCE

If, as a result of an *Accident* while insured for this benefit, if *You* or *Your Insured Dependents* are unavoidably exposed to the elements and suffer a *Loss* as a result of that exposure, that *Loss* will be covered. If *Your* or *Your Insured Dependents* body has not been found within one (1) year of an *Accidental* disappearance, forced landing, sinking or wrecking of a conveyance in which *You* or *Your Insured Dependents* were occupants, *You* or *Your Insured Dependents* will be deemed to have suffered loss of life.

LIMITATIONS

Are there any Limitations for losses due to an Accident?

We will not pay any benefit for any *Loss* that, directly or indirectly, results in any way from or is contributed to by:

1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or
2. any infection, except a pus-forming infection of an *Accidental* cut or wound; or
3. suicide or attempted suicide, while sane or insane; or
4. any intentionally self-inflicted *Injury*; or
5. war, declared or undeclared, whether or not *You* or *Your Insured Dependent* is a member of any armed forces; or
6. travel or flight in an aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft; or

7. commission of, participation in, or an attempt to commit an assault or felony; or
8. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence; or
9. intoxication as defined by the laws of the jurisdiction in which the *Accident* occurred or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication. Conviction is not necessary for a determination of being intoxicated; or
10. active participation in a *Riot*. *Riot* means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether with or without a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

UNIFORM PROVISIONS

(Applicable to Dismemberment Coverage Only)

Initial Notice of Claim

We must receive written notice of *Loss* within 30 days of the date of *Loss*, or as soon as reasonably possible. The *Policyholder* can assist with the appropriate telephone number and address of *Our* Claim Department. Notice may be sent to *Our* Claim Department at the address shown on the claim form or given to *Our* Agent.

Claim Forms

Within 15 days of *Our* being notified in writing of a claim, *We* will supply the claimant with the necessary claim forms. The claim form is to be completed and signed by the claimant, the *Policyholder* and the claimant's *Doctor*. If the appropriate claim forms are not received within 15 days, then the claimant will be considered to have met the requirements for written *Proof* of loss if *We* receive written *Proof*, which describes the occurrence, extent and nature of the *Loss*.

Time Limit for Filing Your Claim

We must receive written *Proof* of loss within 90 days after the date a *Loss* is incurred. If it is not possible to give *Us* written *Proof* within 90 days, the claim is not affected if the *Proof* is given as soon as possible. However, unless the claimant is legally incapacitated, written *Proof* of loss must be given no later than one year after the time *Proof* is otherwise due.

No benefits are payable for claims submitted more than 1 year after the time *Proof* is due. However, benefits may be paid for late claims if it can be shown that:

1. It was not reasonably possible to give written *Proof* during the one year period, and
2. *Proof* of loss satisfactory to *Us* was given as soon as was reasonably possible.

For the Education Benefit, *Proof* of loss must:

1. Include *Proof* of *Dependent Student* status; and
2. Be submitted no later than
 - a. Two months after completion of course work for that particular school year if the *Dependent Student* is enrolled in a *School of Higher Education* at the time of *Your* death. School year shall be deemed to begin on September 1st and end on August 31st; or
 - b. Within six (6) months after enrollment in a *School of Higher Education* if the *Dependent Student* is in the 12th grade at the time of *Your* death.

After the first year in a *School of Higher Education*, due *Proof* must be submitted in accordance with the time limits defined in Item (a) above.

Physical Examination/Autopsy

Upon receipt of a claim, *We* may examine an *Insured*, at *Our* expense, at any reasonable time. *We* reserve the right to perform an autopsy, at *Our* expense, if it is not prohibited by any applicable local law(s).

TERMINATION PROVISIONS

When does Your coverage under the Policy end?

Your coverage will terminate on the earliest of the following dates. Termination will not affect Your claim for a covered Loss which occurred while the coverage was in force.

1. the date on which the *Policy* is terminated;
2. the date *You* stop making any required contribution toward payment of premiums;
3. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
4. the date *You*:
 - a. are no longer a member of a class eligible for this insurance,
 - b. request termination of coverage under the *Policy*,
 - c. are retired or pensioned, or
 - d. are no longer *Actively at Work* as a result of a disability, layoff, leave of absence, sabbatical, or military leave.

However, *You* may continue to be eligible for group insurance coverage, as follows:

Disability	Until the end of the twelfth month following the month in which the disability began, provided all premiums are paid when due, the <i>Policy</i> is in force, and <i>Your</i> coverage is not replaced with group life insurance provided by a new carrier.
Layoff	Until the end of the month following the month during which the layoff began, provided all premiums are paid when due, the <i>Policy</i> is in force, and <i>Your</i> coverage is not replaced with group life insurance provided by a new carrier.
Leave of Absence	Until the end of the month following the month during which the leave began, or, the period of time in accordance with the FMLA provision below, provided all premiums are paid when due, the <i>Policy</i> is in force, and <i>Your</i> coverage is not replaced with group life insurance provided by a new carrier.
Sabbatical	Until the end of the month following the sixth month in which the sabbatical began, provided all premiums are paid when due, the <i>Policy</i> is in force, and <i>Your</i> coverage is not replaced with group life insurance provided by a new carrier.
Military Leave	Until the end of the twelfth month following the month in which the military leave began, provided all premiums are paid when due, the <i>Policy</i> is in force, and <i>Your</i> coverage is not replaced with group life insurance provided by a new carrier.

For the purposes of this Termination Provision only, **Disability** means *You* are unable to perform all of the *Material and Substantial Duties of Your Regular Occupation*.

Will coverage be continued if You are eligible for leave under FMLA?

In the event *You* are eligible for and the *Policyholder* approves a leave under the Family and Medical Leave Act of 1993 (FMLA), or any applicable state family and medical leave law (State FML), provided the required premium continues to be paid, the *Policy* is in force and *Your* coverage is not replaced with group life insurance provided by a new carrier, *Your* insurance will continue for a period of up to the later of:

1. the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
2. the leave period permitted by applicable state law.

You are eligible for leave under this Act in order to provide care:

1. After the birth of a child; or
2. After the legal adoption of a child; or
3. After the placement of a foster child in *Your* home; or
4. To a spouse, child or parent due to their serious illness; or
5. For *Your* own serious health condition.

While granted a Family or Medical Leave of Absence:

1. The *Policyholder* must remit the required premium according to the terms of the Policy; and
2. coverage will terminate if *You* do not return to work as scheduled according to the terms of *Your* agreement with the *Policyholder*.

When does Dependent Life Insurance coverage end?

Unless life and AD&D insurance is continued under the Portability Benefit provision, Dependent Life Insurance coverage will end on the earliest of:

1. the date *You* are no longer *Actively at Work* (except in the case of disability, layoff or leave of absence as set forth above); or
2. the date on which the *Policy* is terminated;
3. the date *You* stop making any required contribution toward payment of premiums;
4. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
5. the date *You*:
 - a. are no longer a member of a class eligible for this insurance,
 - b. request termination of coverage under the *Policy*,
 - c. are retired or pensioned, or
6. the date a *Dependent Child* or *Spouse* no longer meets the *Policy* definition of *Eligible Dependent*.

Note: Coverage will continue past the age limit for eligible *Dependent Children* who are primarily dependent upon *You* for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. *Proof* of such incapacity must be provided to *Us* upon request.

GENERAL PROVISIONS

Entire Contract; Changes

The *Policy*, the *Policyholder's Application*, the *Employee's Certificate of coverage*, and *Your application*, if any, and any other attached papers, form the entire contract between the parties. Coverage under the *Policy* can be amended by mutual consent between the *Policyholder* and *Us*. No change in the *Policy* is valid unless approved in writing by one of *Our* officers. No agent has the right to change the *Policy* or to waive any of its provisions.

Statements on the Application

In the absence of fraud, all statements made in any signed application are considered representations and not warranties (absolute guarantees). No representation by:

1. the *Policyholder* in applying for the *Policy* will make it void unless the representation is contained in his signed *Application*; or
2. any *Employee* in applying for insurance under the *Policy* will be used to reduce or deny a claim unless a copy of the application for insurance, signed by the *Employee*, is or has been given to the *Employee*.

Legal Actions

No legal action of any kind may be filed against *Us*:

1. until 60 days after proof of claim has been given; or
2. more than 3 years after proof of *Loss* must be filed, unless the law in the state where *You* live allows a longer period of time.

Clerical Error

Clerical error or omission by *Us* to the *Policyholder* will not:

1. Prevent *You* from receiving coverage, if *You* are entitled to coverage under the terms of the *Policy*; or
2. Cause coverage to begin or coverage to continue for *You* when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about *You* that is incorrect, *We* will:

1. Use the facts to decide whether *You* have coverage under the *Policy* and in what amounts; and
2. Make a fair adjustment of the premium.

Time Limit on Certain Defenses

The validity of the *Policy* shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of the *Policy* shall not be contested on the basis of a statement made relating to insurability by any person covered under the *Policy* after such insurance has been in force for two years during such person's lifetime, and shall not be contested unless the statement is contained in a written instrument signed by the person making such statement.

Premium Provisions

Premiums are payable in United States dollars on or before their due dates. The *Policyholder* has agreed to deduct from *Your* pay any premiums payable for *Your Supplemental* coverage. The *Policyholder* agrees to remit such premiums for the entire time coverage under the *Policy* is in effect.

Premium charges for increases in insurance amounts becoming effective during a policy month will begin on the next premium due date. Premium charges for insurance terminating during a policy month will cease at the end of the month in which such insurance terminates. This method of charging premium is for accounting purposes only. It will not extend any insurance coverage beyond the date it would otherwise have terminated.

Misstatement of Age

If *You* have misstated *Your* age or the age of a *Dependent*, the true age will be used to determine:

1. the effective date or termination date of insurance; and
2. the amount of insurance; and
3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

Conformity with State Statutes and Regulations

If any provision of the *Policy* conflicts with the statutes and regulations of the state in which the *Policy* was issued or delivered, it is automatically changed to meet the minimum requirements of the statute.

Assignment

You may assign any incident of ownership *You* may possess of the life insurance benefits provided under the *Policy* to anyone other than the *Policyholder*. *We* are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

DEFINITIONS

This section tells *You* the meaning of special words and phrases used in this Certificate. To help *You* recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

Actively at Work or ***Active Work*** means that *You* must:

1. work for the *Policyholder* on a full-time active basis; or
2. work at least the minimum number of hours set forth in the Schedule of Benefits; and either:
 - a. work at the *Policyholder*'s usual place of business; or
 - b. work at a location to which the *Policyholder*'s business requires *You* to travel;
3. be paid regular earnings by the *Policyholder*, and
4. not be a temporary or seasonal Employee.

You will be considered *Actively at Work* if *You* were actually at work on the day immediately preceding:

1. a weekend (except for one or both of these days if they are scheduled days of work);
2. holidays (except when such holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. excused leave of absence (except medical leave and lay-off); and
6. emergency leave of absence (except emergency medical leave); and

You were not *Hospital Confined* or disabled due to an *Injury* or *Sickness*.

Activities of Daily Living means:

1. Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
2. Toileting – Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
3. Transferring – Moving into or out of a bed, chair or wheelchair.
4. Bathing – Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
5. Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
6. Continence – Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

Application means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the *Policyholder* applied.

Change in Family Status means a change in status as defined in the regulations under Internal Revenue Code section 125, unless the *Policyholder*'s cafeteria plan document or human resource policy contains more restrictive provisions. In that event, the *Policyholder* may restrict the situations in which *You* can change Your coverage.

Coma or ***Comatose*** means a state of complete loss of consciousness from which *You* cannot be aroused and there is no evidence of response to stimulation.

Contributory means *You* pay all or a portion of the premium for this insurance coverage.

Dependent or Eligible Dependent means:

1. *Your* lawful Spouse; and/or
2. *Your* unmarried *Child(ren)* who are under age 26 and are not in active military service.

Child includes:

1. *Your* natural or step child; or

2. a child placed with *You* for adoption from the date of placement or the date *You* are party in a suit in which *You* seek the adoption of the child. Eligibility will continue unless the child is removed from placement; or
3. a child of *Your* child who is *Your* dependent at the time application for coverage of the child of *Your* child is made; or
4. a newborn or newly adopted child. Coverage for such a child will begin on the date of birth for a biological child or the date of placement or the date *You* are party in a suit in which *You* seek the adoption of the child. Eligibility will continue unless the child is removed from placement; or
5. a child for whom *You* are not the custodial parent; or
6. a child for whom *You* have received a court or administrative order to maintain financial responsibility for providing health insurance.

Coverage for Children of Non-Custodial Parents

We will not deny enrollment of a child under the health plan of the child's parent on the grounds that the child:

1. was born out of wedlock;
2. is not claimed as a dependent on the parent's federal tax return; or
3. does not reside with the parent or in *Our* service area.

When a child has health coverage through an insurer of a noncustodial parent, *We* will:

1. provide such information to the custodial parent as may be necessary for the child to obtain benefits;
2. permit the custodial parent or the provider, with the custodial parent's approval, to submit claims for covered services without the approval of the noncustodial parent; and
3. make payments on claims submitted directly to the custodial parent, the provider or the state Medicaid agency.

Coverage for Children When Mandated by a Court or Administrative Order

When a parent is required by a court or administrative order to provide health coverage for a child and the parent is eligible for family health coverage, *We* will permit the parent to enroll, under the family coverage, a child who is otherwise eligible for the coverage without regard to any enrollment period restrictions.

If the parent is enrolled but fails to make application to obtain coverage for the child, *We* will enroll the child under family coverage upon application of the child's other parent, the state agency administering the Medicaid program or the state agency administering 42 U.S.C. sections 651 through 669, the child support enforcement program.

We will not:

1. disenroll or eliminate coverage of the child unless the insurer is provided satisfactory written evidence that:
 - a. the court or administrative order is no longer in effect; or
 - b. the child is or will be enrolled in comparable health coverage through another insurer that will take effect not later than the effective date of disenrollment.
2. impose requirements on a state agency that has been assigned the rights of an individual eligible for medical assistance under the Medicaid program and covered for health benefits that are different from requirements applicable to an agent or assignee of any other individual covered.

Doctor means a practitioner of the healing arts practicing within the scope of his or her license. A Doctor must be someone who is neither *You* nor a member of *Your* immediate family.

Employee means an *Actively at Work* full-time employee whose principal employment is with the *Policyholder*, at the *Policyholder's* usual place of business or such place(s) that the *Policyholder's* normal course of business may require, who is *Actively at Work* for the minimum hours per week as set forth in the Schedule of Benefits and is reported on the *Policyholder's* records for Social Security and withholding tax purposes.

Gainful Occupation means any work or employment in which the insured *Employee*:

1. is or could reasonably become qualified, considering his or her education, training, experience, and mental or physical abilities;
2. could reasonably find work or employment, considering the demand in the national labor force; and

3. could earn (or reasonably expect to earn) a before-tax income at least equal to 60% of his or her Pre-disability Income.

Hospital Confined means that, upon the recommendation of a *Doctor*, *You* are registered as an inpatient in a hospital, nursing home or other medical facility which provides skilled medical care or as an outpatient in a hospital because of surgery. *You* are not *Hospital Confined* if *You* are receiving emergency treatment or if *You* are hospitalized solely because of non-surgical medical or diagnostic test.

Injury means bodily injury resulting directly from an *Accident* and independently of all other causes.

Insured means an *Employee* or *Eligible Dependent* covered under the Policy.

Male Pronoun whenever used includes the female.

Material and Substantial Duties means duties that are normally required for the performance of *Your Regular Occupation* and cannot be reasonably omitted or modified.

Policy means this contract between the *Policyholder* and Us including the attached *Application*, which provides group insurance benefits.

Policyholder means the person, firm, or institution to whom the *Policy* was issued. *Policyholder* also means any covered subsidiaries or affiliates set forth on the face of the *Policy*.

Proof under the Accelerated Death Benefit means evidence satisfactory to *Us* that *You* or *Your Dependent Spouse* have a *Terminal Condition*.

Regular Occupation means the occupation that *You* are routinely performing when *Your* life insurance terminates due to *Disability*. We will look at *Your* occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific *Policyholder* or at a specific location.

Sickness means illness, disease, pregnancy or complications of pregnancy.

Spouse means lawful *Spouse*.

Supplemental means coverage for which *You* pay 100% of the premium.

We, Our and Us means Dearborn Life Insurance Company, Chicago, Illinois.

You, Your and Yours means the eligible *Employee* to whom this Certificate is issued and whose insurance is in force under the terms of the Policy.

IMPORTANT NOTICE

To obtain information or make a complaint, You may contact Dearborn Life Insurance Company or the Office of Superintendent of Insurance Consumer Assistance Bureau at:

Dearborn Life Insurance Company
Regulatory Oversight and Compliance Department
701 E. 22nd Street, Suite 300
Lombard, IL 60148
Toll Free Number: 1-877-723-5697
Fax Number: 312-552-5375

State of New Mexico
Office of Superintendent of Insurance
Consumer Assistance Bureau
P O Box 1689
Santa Fe, NM 87504-1689
Toll Free Number: 1-855-427-5674
Direct Number: 505-827-4601
Fax Number: 505-827-4253
Web Site: www.OSI.state.nm.us

DEARBORN LIFE INSURANCE COMPANY
Chicago, Illinois

AMENDATORY RIDER

This Rider, effective January 1, 2016, is part of the Policy or Certificate to which it is attached. It is subject to all provisions of the Policy or Certificate not in conflict with the provisions of this Rider.

The *When does Your Contributory insurance become effective?* section of the Group Term Life Insurance Certificate is revised to:

Contributory means *You* pay all or a portion of the premium for this insurance coverage.

You may apply for *Supplemental* insurance coverage at any time. *Your* coverage will become effective as follows, provided *You* are *Actively at Work* on that date:

Your Contributory coverage for amounts up to the Guarantee Issue Benefit Limit will become effective on the latest of the following dates provided *You* are *Actively at Work* on that date:

1. If *You* enroll for coverage prior to the Policy effective date and *Evidence of Insurability* is not required, the Policy effective date;
2. If *You* enroll for coverage within 31 days of *Your* eligibility date, on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*;
3. If *You* do not enroll for *Supplemental* coverage within 31 days after *Your* eligibility date, *You* are considered a late applicant and must furnish *Evidence of Insurability* satisfactory to *Us* before coverage can become effective, unless *You* qualify because of a *Change in Family Status*.
 - a. Coverage for a late applicant will become effective on the date *We* determine that the *Evidence of Insurability* is satisfactory and *We* provide written notice of approval.
 - b. Coverage requested because of a *Change in Family Status* will become effective on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*.

Nothing contained in this Rider shall be held to alter or affect any provision or condition of your coverage other than as stated above.



President

DEARBORN LIFE INSURANCE COMPANY
Chicago, Illinois

AMENDATORY RIDER

This Rider, effective January 1, 2016, is part of the Policy or Certificate to which it is attached. It is subject to all provisions of the Policy or Certificate not in conflict with the provisions of this Rider.

When is Evidence of Insurability required?

Evidence of Insurability is required if:

1. *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date or *You* were eligible to enroll under the *Prior Policy* and did not enroll before the expiration of the time allowed to enroll; or
2. *You* voluntarily canceled *Your* insurance and choose to reapply; or
3. *Your* coverage amount exceeds the Guarantee Issue Benefit Limit as set forth in the Schedule of Benefits; or
4. *You* apply to increase *Your* coverage amount during the Policy year; or
5. An increase to *Your Annual Earnings* results in an increase to *Your* Life Insurance benefit of more than \$50,000, and that amount exceeds the Guarantee Issue Benefit Limit.

Receipt of premium before *We* have approved *Evidence of Insurability* will not constitute acceptance and does not guarantee issuance of any benefit amount prior to *Our* approval.

6. *You* enroll for additional coverage that is greater than the next higher coverage option or more than once annually.

Nothing contained in this Rider shall be held to alter or affect any provision or condition of your coverage other than as stated above.



President

NOTICE OF PROTECTION PROVIDED BY NEW MEXICO LIFE INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the New Mexico Life Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under New Mexico 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 New Mexico law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

Life Insurance

\$300,000 in death benefits

\$100,000 in cash surrender or withdrawal values

Health Insurance

\$500,000 in hospital, medical and surgical insurance benefits

\$300,000 in disability income insurance benefits

\$300,000 in long-term care insurance benefits

\$100,000 in other types of health insurance benefits

Annuities

\$250,000 in present value of annuity benefits

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000 (\$500,000 for hospital, medical and surgical insurance policies).

Note to benefit plan trustees or other holders of unallocated annuities covered under the act: For unallocated annuities that fund certain government retirement plans, the limit is \$250,000 in present value of annuity benefits per plan participant. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contract holder, regardless of the number of contracts held or number of persons covered.

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 New Mexico law.

To learn more about the above protections, please visit the Association’s website at www.nmlifega.org, or contact:

New Mexico Life Insurance
Guaranty Association
PO Box 2880
Santa Fe, NM 87504-2880
505-820-7355

Insurance Division
Public Regulation Commission
PO Box 1269
Santa Fe, NM 87504-1269
888-427-5772

Insurance companies and agents are not allowed by New Mexico law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and New Mexico law, then New Mexico law will control.

END OF CERTIFICATE

ATTACHMENT B

Administrative Office:
701 E. 22nd Street • Lombard, Illinois 60148



LOS ALAMOS



LOS ALAMOS COUNTY, NM
NAOMI D. MAESTAS COUNTY CLERK
LACF22-0189 Pages: 57
10/06/2022 08:23:44 AM
Anna Archuleta

AGR22-80

INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Dearborn Life Insurance Company**, an Illinois licensed insurance company ("Contractor" or "Carrier"), (collectively "Parties") to be effective for all purposes January 1, 2023.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 22-80 (the "RFP") on April 19, 2022, requesting proposals for Basic Life, Accidental Death & Dismemberment (AD&D), and Voluntary Life, Insurance (Ancillary Benefits) for Los Alamos County Employees, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated June 10, 2022 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

- Ancillary Benefits.** Contractor shall provide Term Life, AD&D, and Voluntary Life Insurance benefits ("Ancillary Benefits") benefits to all eligible, participating employees of County ("Participants"), as provided in Exhibit "A," attached hereto and made a part hereof for all purposes. For the purposes of this Agreement, "Benefits" shall consist of payments to or on behalf of Participants in accordance with the provisions of the Employee Benefit Booklet, attached as "Exhibit B," and subsequent endorsements, if applicable, all of which are attached hereto and made a part hereof for all purposes. Contractor is solely responsible for providing Ancillary Benefits Insurance coverage as provided herein, which are subject to eligibility requirements, and all definitions, limitations and conditions identified in Exhibit "B."
- Notice of Policy Changes.** Contractor shall provide County notice no later than thirty-one (31) days prior to the effective date of any changes to the Policy, or as soon as administratively possible.
- Customer Service and Claims Administration.** Contractor shall provide customer service and claims administration services related to its provision of Ancillary Benefits, which include, but are not limited to, providing designated toll-free telephone access and

online electronic Participant access; providing all necessary claim and tax forms; and communicating with Participants and providers to process claims.

4. Account Management and Reporting.

- a. Contractor shall provide to County a designated account manager to work with County benefits staff.
- b. Contractor shall provide reporting tools to County in order for the County to monitor service level performance, such as claims processing. Contractor shall work with County staff to determine reporting requirements and report formats.
- c. Contractor shall provide to County Benefits Manager, or designee, access to an online group administration web portal, at no additional charge to County, where County Benefits Manager can:
 - i. View billing and payment history and paid-through dates online;
 - ii. Access group benefits insurance information; and
 - iii. Receive certificates of coverage and administrative forms online.

5. Data and Fund Transmission. Contractor shall work with County staff to determine data and fund transmission methods that are acceptable to both Parties.

6. Disaster Recovery. Contractor shall maintain an established disaster recovery plan that includes regularly scheduled testing of recovery processes and shall maintain a data back-up plan, off-site at a minimum, that ensures all participant accounts can be restored in the event of a system malfunction or failure.

SECTION B. TERM: The term of this Agreement shall commence January 1, 2023 and shall continue through December 31, 2027, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) additional one-year terms or one (1) continuous three (3) year period, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services, for the initial 48-month term of this Agreement, in accordance with the rate schedule set out in Exhibit "A," in an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), across all potential years, which amount shall include applicable New Mexico gross receipts taxes ("NMGRT"), and which amount includes all administrative fees. For any renewals, rates shall be negotiated and subject to approval by the County Council.
- 2. Monthly Invoices.** Contractor shall submit monthly invoices to County's Benefits Staff, showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION H. DELIVERABLES AND USE OF DOCUMENTS: Contractor agrees that documents, records, reports and data provided by the County to Contractor and used by Contractor to develop the proposal are the property of the County for its exclusive use and re-use at any time without further compensation and without any restrictions. Employee files, records and information which are confidential, privileged, or not to be disclosed due to state or federal laws, as they pertain to claims, are considered to be the property of Contractor and the employee and will be provided to the County only with the consent of the employee or a beneficiary.

SECTION I. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors. "Subcontractor" or a "Subcontract" does not include contracts or entities under contract with the Contractor as of the effective date of this Agreement that do not pertain to the Services provided by Contractor pursuant to this Agreement.

SECTION J. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer with an AM Best rating of A- or better. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section.

County requires Certificates of Insurance to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall include County as an additional insured.

- 1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$1,000,000.00) aggregate.
- 2. Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
- 4. Professional Liability Insurance:** Insurance with the following minimum coverage: ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) ANNUAL AGGREGATE. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this agreement and for a period of at least five (5) years thereafter.

SECTION K. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. To the extent applicable, Contractor may maintain records for a longer period of time in accord with its retention and destruction policies and applicable legal requirements. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request. Inspections shall be limited in scope to the areas relevant to the Services being provided by Contractor in accordance with this Agreement.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third-party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

Notwithstanding anything previously stated to the contrary, an assignment does not include the sale of the Contractor or transfer of substantially all of the Contractor's assets. In the event of such sale or transfer, the acquiring entity shall assume all obligations under this Agreement.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

- 1. Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement. Notwithstanding anything previously stated to the contrary, any termination must be in line with the terms and conditions of the policy documents at Exhibits "A" and "B".
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Benefits and Pension Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 230
Los Alamos, New Mexico 87544

Contractor:

Dearborn Life Insurance Company
701 East 22nd Street
Lombard, Illinois 60148

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the services described herein and expresses the entire agreement and understanding between the Parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor. Notwithstanding anything previously stated to the contrary, the policy documents (Exs. "A" & "B") are incorporated herein and shall govern all matters relating to coverage, claims adjudication, and claims administration.

SECTION U. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

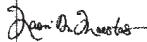
SECTION X. LEGALrecognition OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION Y. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

(This space intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST



NAOMI D. MAESTAS
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY: Steven Lynne
STEVEN LYNNE
COUNTY MANAGER

10/5/2022

DATE

Approved as to form:



for

J. ALVIN LEAPHART
COUNTY ATTORNEY

**DEARBORN LIFE INSURANCE COMPANY, AN ILLINOIS
LICENSED INSURANCE COMPANY**

BY: David Warden
DAVID WARDEN
VICE PRESIDENT, HEAD OF OPERATIONS

10/5/2022

DATE

Exhibit "A"

**Basic and Supplemental Group Term Life Insurance Policy with AD&D
Dismemberment and Dependent Life Insurance with Dependent AD&D
Benefits
AGR22-80**

Dearborn Life Insurance Company

Administrative Office:
701 E. 22nd Street
Lombard IL 60148

(A stock life insurance company, herein called "We" "Us" or "Our")

Policyholder: INCORPORATED COUNTY OF LOS ALAMOS

Policy Number: GAE60347-0001

Policy Effective Date: January 1, 2016

Revised Policy Effective Date: January 1, 2023

Anniversary Date: January 1

We agree with the *Policyholder* to insure certain eligible *Employees* of the *Policyholder*. We promise to pay benefits for loss covered by the *Policy* in accordance with its provisions. The *Policyholder* should read this *Policy* carefully and contact Dearborn Life Insurance Company promptly with any questions.

Policyholder means the *Employer* to whom the *Policy* is issued and who sponsored the coverage for its *Employees*.

Employer means the *Policyholder* and includes any division, subsidiary, or affiliated company named in the *Policy*.

POLICY EFFECTIVE DATE AND TERM

The *Policy* takes effect on the *Policy* Effective Date stated above subject to any participation requirement stated in the *Policy*. All insurance periods will be computed from that date. The *Policy* remains in force for the period for which premium has been paid. It may be renewed for further successive periods by payment of premium as stated in the *Policy*.

All periods of insurance begin and end at 12:01 A.M., Standard Time, at the *Policyholder*'s address as stated in the *Policy*, and on the *Application*.

The *Policy* is delivered in the State of New Mexico and is subject to the laws of that jurisdiction.

Signed for Dearborn Life Insurance Company



Secretary



President

Basic & Supplemental Group Term Life Insurance Policy
with
Accidental Death & Dismemberment and Dependent Life Insurance
with Dependent Accidental Death and Dismemberment Benefits

Non-Participating

TABLE OF CONTENTS

PROVISION	PAGE
<i>Premium</i>	3
<i>Premium Rate Guarantee</i>	3
<i>Policy Termination</i>	4
<i>Additional Provisions</i>	4
<i>Rates</i>	5
<i>Application</i>	Attached

ATTACHMENTS:

- Master Application
- Certificate of Insurance

PREMIUM

How is the initial premium calculated?

Initial life & AD&D and Dependent Life insurance premium is calculated in accordance with the attached rates.

When is premium paid?

The *Policy* is issued in consideration of the payment in advance of premium on the premium due date indicated on the *Application*. Payment must be made by the premium due date as shown on the *Application*.

If an addition, termination or change in insurance takes place other than on a regular due date, any premium adjustment will take effect on the next due date.

Is premium payable while an Insured receives benefits?

We will waive premium for an *Insured Employee* in accordance with the *Waiver of Premium* provision of the *Policy*.

Is there a grace period for premium payment?

We will allow a grace period of 60 days for the payment of any premiums due except the first. Insurance coverage shall continue in force during the grace period unless the *Policyholder* has given *Us* advance written notice of cancellation in accordance with the terms of this *Policy*. If premium is not received by the end of the grace period, this *Policy* will terminate as of the last date for which premium was paid.

The *Policyholder* is liable for premium due on coverage provided during the grace period.

If *We* receive written notice during the grace period that the *Policy* is to be canceled, *We* will cancel it as of the later of:

1. the date requested in the cancellation notice; or
2. the date *We* receive such notice. The *Policyholder* must pay a pro rata premium for any coverage provided during the grace period.

PREMIUM RATE GUARANTEE

What is the initial premium rate guarantee?

A change in premium rates will not take effect before January 1, 2027. However, *We* may change premium rates if the risk assumed changes. Premium rates may change if the following occurs:

1. a change in the *Policy* design;
2. a change in the terms of the *Policy*;
3. addition or deletion of a division, subsidiary or affiliated company;
4. a change in the number of *Insureds* by 10% or more from the number of *Insureds* on the initial Effective Date;
5. a change in the laws or regulations or other government action which applies to the *Policy*;
6. for reasons other than 1-5 above such as but not limited to a change in factors bearing on the risk assumed.

The *Policyholder* must furnish notice and documentation satisfactory to *Us* within 31 days of the occurrence of any event which would cause a change in rates as described above. If the *Policyholder* fails to provide such timely notice, *We* will apply new rates retroactively to the date of the event.

We will notify the *Policyholder* in writing at least 60 days in advance of any premium rate changes. A change may take effect on an earlier date if both the *Policyholder* and *We* agree.

POLICY TERMINATION

Who may cancel the Policy or a plan under the Policy?

The *Policy* or a plan under the *Policy* can be canceled by the *Policyholder* with 31 days written notice delivered to *Us*. This *Policy* will terminate for any of the following reasons:

1. If the *Policyholder* fails to pay any premium within the 60-day Grace Period, this *Policy* will terminate in accordance with the terms set forth in the Grace Period provision.
2. *We* may terminate this *Policy* on any premium due date if:
 - a. coverage is *Contributory* and less than 25% of the eligible *Employees* participate; or
 - b. the *Policyholder* fails to perform any of its obligations that relate to the *Policy*; or
 - c. the *Policyholder* does not promptly provide *Us* with information that is reasonably required; or
 - d. fewer than 10 *Employees* are *Insured* under the *Policy*.

If *We* cancel the *Policy*, for reasons other than the *Policyholder*'s failure to pay premium, a written notice will be delivered to the *Policyholder* at least 31 days prior to the cancellation date.

ADDITIONAL PROVISIONS

What happens if an inadvertent error occurs?

Clerical error or omission by *Us* to the *Policyholder* will not:

1. Prevent an *Employee* from receiving coverage, if he is entitled to coverage under the terms of the *Policy*; or
2. Cause coverage to begin or coverage to continue for an *Employee* when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about an *Employee* that is incorrect, *We* will:

1. Use the facts to decide whether the *Employee* has coverage under the *Policy* and in what amounts; and
2. Make a fair adjustment of the premium.

Will certificates be issued?

We will deliver *Certificates* of insurance to the *Policyholder* for issuance to each *Insured Employee*. The *Certificates* will describe the benefits, to whom they are payable, the *Policy* limitations and where the *Policy* may be inspected.

What is considered to be the entire contract?

This entire *Policy* consists of:

1. all *Policy* provisions and any amendments and/or attachments issued;
2. the Certificate of Coverage;
3. the *Policyholder*'s signed Application; and
4. the *Employee*'s signed enrollment forms.

Can Additional Employees be added to the Group?

Eligible new *Employees* and *Dependents* may be added to the group periodically either when they first become eligible or during the *Policyholder*'s regularly scheduled annual enrollment periods, provided they apply for coverage and pay or agree to pay the applicable premium.

RATES

(Initial Monthly Rates)

Class 01 Basic Term Life: \$0.039

Class 01 Accidental Death & Dismemberment: \$0.015

Class 01 Supplemental Accidental Death & Dismemberment: \$.04

Class 01 Dependent Life (per dependent unit): \$1.05

Class 01 Supplemental Child Life: \$.08

Class 01 Supplemental Accidental Death and Dismemberment:

Individual Plan:	\$0.04
Family Plan:	\$0.055

Class 01 Supplemental Life: Employee and Spouse

Age Range	Rate
0 to 30	\$.072
30 to 34	\$.081
35 to 39	\$.099
40 to 44	\$.153
45 to 49	\$.252
50 to 54	\$.423
55 to 59	\$.657
60 to 64	\$ 1.026
65 to 69	\$ 1.764
70 and Over	\$ 3.285

NOTICE OF PROTECTION PROVIDED BY NEW MEXICO LIFE INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the New Mexico Life Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under New Mexico 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 New Mexico law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

Life Insurance

\$300,000 in death benefits
\$100,000 in cash surrender or withdrawal values

Health Insurance

\$500,000 in hospital, medical and surgical insurance benefits
\$300,000 in disability income insurance benefits
\$300,000 in long-term care insurance benefits
\$100,000 in other types of health insurance benefits

Annuities

\$250,000 in present value of annuity benefits

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000 (\$500,000 for hospital, medical and surgical insurance policies).

Note to benefit plan trustees or other holders of unallocated annuities covered under the act: For unallocated annuities that fund certain government retirement plans, the limit is \$250,000 in present value of annuity benefits per plan participant. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contract holder, regardless of the number of contracts held or number of persons covered.

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 New Mexico law.

To learn more about the above protections, please visit the Association's website at www.nmlifega.org, or contact:

New Mexico Life Insurance
Guaranty Association
PO Box 2880
Santa Fe, NM 87504-2880
505-820-7355

Insurance Division
Public Regulation Commission
PO Box 1269
Santa Fe, NM 87504-1269
888-427-5772

Insurance companies and agents are not allowed by New Mexico law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and New Mexico law, then New Mexico law will control.



FACTS	WHAT DOES BLUE CROSS AND BLUE SHIELD OF NEW MEXICO (BCBSNM) DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and payment history ▪ Transaction history and employment information ▪ Medical information and insurance claim history <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BCBSNM chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does BCBSNM share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Who we are		
Who is providing this notice?		
<ul style="list-style-type: none"> ▪ Dental Network of America®, LLC ▪ Dearborn Life Insurance Company 		
Questions	Go to www.bcbsnm.com	

Insurance products and services provided by Dearborn Life Insurance Company, 701 E. 22nd St., Lombard, IL 60148

What we do

How does BCBSNM protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does BCBSNM collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ file an insurance claim or provide employment information ■ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ Our affiliates include Health Care Service Corporation, a Mutual Legal Reserve Company; DenteMax®, LLC
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ BCBSNM does not share with nonaffiliates so they can market to you
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Blue Cross and Blue Shield of New Mexico is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Exhibit "B"
Term Life and AD&D Insurance Employee Benefit Booklet
AGR22-80



BlueCross BlueShield of New Mexico

Term Life and AD&D Insurance

Employee Benefit Booklet

INCORPORATED COUNTY OF LOS ALAMOS

GAE60347-0001

Class 1-01

Insurance products issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Blue Cross and Blue Shield of New Mexico is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Dearborn Life Insurance Company

Administrative Office:
701 E. 22nd Street
Lombard IL 60148

(A stock life insurance company, herein called "We" "Us" or "Our")

Having issued Group Policy No. GAE60347-0001

(herein called the *Policy*)

to

INCORPORATED COUNTY OF LOS ALAMOS

(herein called the *Policyholder*)

Group Insurance Certificate

CERTIFIES that *You* are insured, provided that *You* qualify under the ELIGIBILITY AND EFFECTIVE DATES provision, become insured and remain insured in accordance with the terms of the *Policy*. *Your* insurance is subject to all the definitions, limitations and conditions of the *Policy*, and it takes effect as stated in the ELIGIBILITY AND EFFECTIVE DATES provision.

This Certificate describes *Your* eligibility for benefits and the terms and provisions of the *Policy*. It replaces and cancels any other Certificate previously issued to *You* under the *Policy*.

If the terms and provisions of the Group Insurance Certificate (issued to *You*) are different from the *Policy* (issued to the *Policyholder*), the *Policy* will govern. *Your* coverage may be canceled or changed in whole or in part under the terms and provisions of the *Policy*.

The Certificate is delivered in the State of New Mexico and is subject to the laws of that jurisdiction.

READ YOUR CERTIFICATE CAREFULLY

Signed for Dearborn Life Insurance Company



Secretary



President

Basic & Supplemental Group Term Life Insurance Certificate with Accidental Death & Dismemberment Benefits and Dependent Life Insurance with Dependent Accidental Death and Dismemberment Benefits

Non-Participating

TABLE OF CONTENTS

Schedule of Benefits.....	3
Eligibility and Effective Dates.....	6
Group Term Life Insurance Benefit.....	8
Conversion of Life Insurance.....	9
Waiver of Premium.....	10
Accelerated Death Benefit.....	12
Portability Benefit.....	14
Dependent Life Insurance.....	16
Conversion of Dependent Life Insurance.....	17
Accidental Death, Dismemberment and Loss of Sight Benefit.....	20
Termination Provisions.....	27
General Provisions.....	29
Definitions.....	31

SCHEDULE OF BENEFITS

POLICYHOLDER: INCORPORATED COUNTY OF LOS ALAMOS
POLICY NUMBER: GAE60347-0001
EFFECTIVE DATE: January 1, 2016
REVISED EFFECTIVE DATE: January 1, 2023

ELIGIBILITY: Class 01

ALL ACTIVE FULL TIME EMPLOYEES of the Policyholder working in the United States of America who are Actively at Work for the Policyholder and who have completed the Eligibility Waiting Period are eligible for the insurance. A full-time *Employee* is one who regularly works a minimum of 20 hours per week for the *Policyholder*. Seasonal and temporary *Employees* of the *Policyholder* are not eligible.

Eligibility Waiting Period:

<i>Current Employees:</i>	First of the month following date of hire
<i>New Employees:</i>	First of the month following date of hire
Policyholder Contribution:	80% of premium for employees working full time
	60% of premium for employees working 3/4 of the time
<i>Dependent Life & AD&D</i>	40% of premium for employees working 1/2 of the time
	80% of premium for employees working full time
	60% of premium for employees working 3/4 of the time
	40% of premium for employees working 1/2 of the time
<i>Supplemental Life & AD&D</i>	0% of premium
<i>Supplemental Dependent Life & AD&D</i>	0% of premium

GROUP TERM LIFE INSURANCE

Employee Basic Life Benefit Amount

1.00 times *Annual Earnings* to a maximum of \$50,000 rounded to the next higher \$1,000, but not less than \$10,000 prior to any applied reductions

Employee Supplemental Life Benefit Amount Incremental selection from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000

Annual Earnings means *Your* gross annual income from the *Policyholder*. It includes *Your* total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. *Annual Earnings* does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than the *Policyholder*.

Guarantee Issue Benefit Limit

Employee Supplemental: \$250,000

Spouse Supplemental: \$70,000

Amounts in excess of the Guarantee Issue Benefit Limit are subject to satisfactory *Evidence of Insurability*

Reduction of Benefits	Employee Basic and Employee and Spouse Supplemental Group Term Life benefits reduce by 35% of the original amount at age 65 and further reduce to 50% of the original amount at age 70. Benefits terminate at retirement.
Waiver of Premium	
Waiver Eligibility	Totally Disabled prior to age 60 without interruption from the last date worked for at least 9 months
Insured Eligibility	<i>Employee</i>
Maximum Waiver of Premium Duration	Age 65
Accelerated Death Benefit (ADB)	
Benefit Amount	50% Basic and <i>Supplemental</i> Term Life Insurance In force
Insured Eligibility	<i>Employee, Dependent Spouse, Dependent Child</i>
Minimum Covered Life Insurance Amount	\$5,000
Maximum ADB Payment	\$100,000
Minimum ADB Payment	\$5,000
Portability	
Benefit Eligibility	Basic and <i>Supplemental</i> Life
Insured Eligibility	<i>Employee & Dependent Spouse</i>
Portability Benefit Duration	Age 70
DEPENDENT TERM LIFE INSURANCE	
Spouse Benefit Amount	Basic: \$5,000, not to exceed 100% of the <i>Employee's</i> benefit amount
Spouse Benefit Amount	<i>Supplemental:</i> Incremental selection from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000, not to exceed 100% of the <i>Employee's</i> benefit amount
Child(ren) Benefit Amount	Basic: \$500 - Age live birth to 15 days \$500 - age 15 days to 6 months \$2,000- age 6 months to age 26
Child(ren) Benefit Amount	<i>Supplemental:</i> \$500 - Age live birth to 15 days \$500 - age 15 days to 6 months \$10,000 - age 6 months to age 26

GROUP ACCIDENTAL DEATH & DISMEMBERMENT

Employee Basic AD&D Coverage Amount 1.00 times *Annual Earnings* to a maximum of \$50,000 rounded to the next higher \$1,000, but not less than \$10,000 prior to any applied reductions

Employee Supplemental AD&D Coverage Amount Incremental selection from a minimum of \$10,000 to a maximum of \$300,000 in increments of \$10,000

Annual Earnings means *Your* gross annual income from the *Policyholder*. It includes *Your* total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. *Annual Earnings* does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than the *Policyholder*.

Dependent AD&D Benefit Amount

Spouse

50% of the *Employee Coverage Amount*

40% of the *Employee Coverage Amount* for a *Spouse & Dependent Child(ren)*

Dependent Child(ren)

15% of the *Employee Coverage Amount*

10% of the *Employee Coverage Amount* for a *Dependent Child(ren) & Spouse*

Reduction of Benefits

Basic and Supplemental Accidental Death and Dismemberment benefits reduce by 35% of the original amount at age 65 and further reduce to 50% of the original amount at age 70. Benefits terminate at retirement.

Seat Belt Benefit

10% of *Employee Coverage Amount*, to a maximum of \$25,000

Air Bag Benefit

5% of *Employee Coverage Amount* to a maximum of \$5,000

Repatriation Benefit

Actual costs to a maximum of \$5,000

Education Benefit

Benefit Amount

3% of *Employee Coverage Amount*, to a maximum of \$3,000 per year

Maximum Benefit Duration

Benefit payable for a maximum of 4 Years

Eligible Dependents

Age live birth to age 19 years (26 if a full-time student)

Day Care Benefit Amount

Benefit Amount

3% of *Employee Coverage Amount* to a maximum of \$5,000 per year

Maximum Benefit Duration

4 Years

Maximum Spouse Training Benefit

\$3,000

Coma Benefit Amount

Benefit Amount

1% of *Employee Coverage Amount* to a maximum of \$1,000 per month

Maximum Benefit Duration

11 Months

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Who is eligible for this insurance?

The eligibility for this insurance is as indicated in the *Schedule of Benefits*.

The *Eligibility Waiting Period* is set forth in the *Schedule of Benefits*.

When does Your Contributory insurance become effective?

Contributory means *You* pay all or a portion of the premium for this insurance coverage.

You may apply for *Supplemental* insurance coverage at any time. *Your* coverage will become effective as follows, provided *You* are *Actively at Work* on that date:

Your *Contributory* coverage for amounts up to the *Guarantee Issue Benefit Limit* will become effective on the latest of the following dates provided *You* are *Actively at Work* on that date:

1. If *You* enroll for coverage prior to the *Policy* effective date, the *Policy* effective date;
2. If *You* enroll for coverage within 31 days of *Your* eligibility date, on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*;
3. If *You* do not enroll for *Supplemental* coverage within 31 days after *Your* eligibility date, *You* are considered a late applicant and must furnish *Evidence of Insurability* satisfactory to *Us* before coverage can become effective, unless *You* qualify because of a *Change in Family Status*.
 - a. Coverage for a late applicant will become effective on the date *We* determine that the *Evidence of Insurability* is satisfactory and *We* provide written notice of approval.
 - b. Coverage requested because of a *Change in Family Status* will become effective on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*.

You must be *Actively at Work* for coverage under the *Policy* to become effective.

Enrollment Form means the application *You* complete to apply for coverage under the *Policy*.

Change in Family Status

If *You* experience a *Change in Family Status*, *You* may enroll for *Supplemental* coverage, apply for additional coverage, or request changes to *Your* current *Supplemental* benefit program(s) without providing *Evidence of Insurability*, provided the benefit change is consistent with the *Change in Family Status*. *You* must submit the appropriate *Enrollment Form* within 31 days of the *Change in Family Status*.

Change in Family Status means changes in the status of *Your* family, including but not limited to:

1. *You* get married;
2. *You* have a *Dependent Child*, or *You* adopt or become the legal guardian of a *Dependent* child;
3. *Your Spouse* dies or *You* become divorced;
4. *Your Dependent Child* becomes emancipated or dies;
5. *Your Spouse* is no longer employed, resulting in a loss of group insurance, or;
6. *You* have a change in classification which results in *You* changing from part-time to full-time, or full-time to part-time.

When is Evidence of Insurability required?

Evidence of Insurability is required if:

1. *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date; or
2. *You* voluntarily canceled *Your* insurance and choose to reapply; or
3. *Your* coverage amount exceeds the *Guarantee Issue Benefit Limit* as set forth in the *Schedule of Benefits*; or
4. *You* apply to increase *Your* coverage amount during the *Policy* year; or
5. An increase to *Your Annual Earnings* results in an increase to *Your* Life Insurance benefit of more than \$50,000, and that amount exceeds the *Guarantee Issue Benefit Limit*.

6. *You* enroll for additional coverage that is greater than the next higher coverage option or more than once annually.

Receipt of premium before *We* have approved *Evidence of Insurability* will not constitute acceptance and does not guarantee issuance of any benefit amount prior to *Our* approval.

Evidence of Insurability means a statement of *Your* medical history which *We* will use to determine if *You* are approved for coverage. *Evidence of Insurability* will be provided at *Our* expense if *You* enroll within 31 days after *Your* eligibility date. *Evidence of Insurability* will be provided at *Your* expense if *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date.

Evidence of Insurability Form means a form provided or approved by *Us* on which *You* provide a statement of *Your* medical history.

You may obtain an *Evidence of Insurability Form* from the *Policyholder*.

If You are not Actively at Work, when does coverage become effective?

If *You* are absent from *Active Work* on the date *Your* coverage would otherwise become effective; and *Your* absence is caused by an *Injury*, illness or layoff, *Your* effective date for any initial coverage or increased coverage will be deferred until the first day *You* return to *Active Work*.

However, *You* will be considered *Actively at Work* on any day that is not *Your* regularly scheduled work day (including but not limited to a weekend, vacation or holiday) if *You* were *Actively at Work* on the immediately preceding scheduled work day and *You* were:

1. not *Hospital Confined*; or;
2. disabled due to an *Injury* or *Sickness*.

Changes to Your coverage

A change in *Your* coverage may occur if:

1. There is a *Policy* change; or
2. *You* enter another class and become eligible for a change in benefits; or
3. *You* experience a qualified *Change in Family Status*
4. There is a change in *Your Annual Earnings*, which results in an increased benefit amount

If *You* are eligible for additional coverage due to a *Policy* change, the additional coverage will be effective on the date the *Policy* change is effective, as requested by the *Policyholder* and agreed upon by *Us*.

Additional coverage for reasons other than a *Policy* change will be effective as indicated in the "*When Does Your Contributory insurance become effective?*" section, or the later of:

1. The date *You* enroll for the additional coverage; or
2. The date *You* become eligible for the additional coverage, if enrollment is not required; or
3. The date *We* approve *Your* coverage if *Evidence of Insurability* is required.

In order for *Your* additional coverage to begin, *You* must be *Actively at Work*.

Additional *Contributory* coverage is subject to payment of premium.

Eligibility after You Terminate Employment

If *Your* coverage ends due to termination of employment and *You* do not elect continued coverage under the Portability Benefit provision, *You* must meet all the requirements of a new *Employee* if *You* are rehired at a later date.

Exception: If *Your* coverage ends due to termination of employment and *You* return to *Active Work* in an eligible class within 6 months, *We* will not:

1. apply a new *Eligibility Waiting Period*; or
2. require *Evidence of Insurability*.

If *You* converted all or part of *Your* group life insurance when employment terminated, the individual policy must be surrendered upon return to *Active Work*.

TERM LIFE INSURANCE BENEFIT

THIS BENEFIT ONLY APPLIES TO YOU IF YOU HAVE ELECTED TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

When is a Life Insurance Benefit payable?

We will pay *Your* beneficiary the amount of life insurance in force as of the date of *Your* death provided:

1. *You* are insured under the *Policy* on the date of death, and
2. *We* receive *Proof* of death within two (2) years after the date of death.

We will determine the amount of insurance payable based upon the *Schedule of Benefits*.

Are Life Insurance Benefits payable for death by suicide?

Life Insurance benefits including Waiver of Premium, and Accelerated Death Benefits, will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within one (1) year from the effective date of *Your Supplemental* Term Life Insurance or the effective date of any increased amount of life insurance. *Our* liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

If *You*:

1. were covered for *Supplemental* life insurance under a prior carrier's policy; and
2. were insured under the *Policy* on its effective date;
3. and there was no lapse in coverage,

We will consider the time *You* were covered under the *Policy* and under the prior carrier's policy in determining if benefits are payable for death by suicide. The death benefit, if payable under this provision, will be the lesser of the benefit under the *Policy* or the benefit under the prior carrier's policy.

Who will receive Your Life Insurance Benefits?

Your beneficiary designation must be made on a form which *We* provide or on a form accepted by *Us*. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless *You* had specified otherwise. The *Policyholder* may not be named as beneficiary. Unless *You* provide otherwise, if a beneficiary dies before *You*, *We* will divide that beneficiary's share equally between any remaining named beneficiaries.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, *We* will not make payment until a claim is made by the person or entity which, by court order, has been granted control of the estate of such beneficiary. This provision does not prevent *Us* from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

Facility of Payment

If no named beneficiary survives *You* or if *You* do not name a beneficiary, We will pay the amount of insurance:

1. to *Your* spouse, if living; if not,
2. in equal shares to *Your* then living natural or legally adopted children, if any; if none,
3. in equal shares to *Your* father and mother, if living; if not,
4. in equal shares to *Your* brothers and/or sisters, if living; if not,
5. to *Your* estate.

If any benefits under this provision are to be paid to *Your* estate, *We* may pay an amount not greater than \$2,000 to any person *We* consider equitably entitled by reason of having incurred funeral or other expenses incident to *Your* death. Any and all payments made by *Us* shall fully discharge *Us* in the amount of such payment.

May You change Your beneficiary?

You may change *Your* beneficiary at any time by completing a form provided or accepted by *Us*, and sending it to the *Policyholder*. *Your* written request for change of beneficiary will not be effective until it is recorded by the *Policyholder*. After it has been so recorded, it will take effect on the later of the date *You* signed the change request

form or the date *You* specifically requested. If *You* die before the change has been recorded, *We* will not alter any payment that *We* have already made. Any prior payment shall fully discharge *Us* from further liability in that amount.

If *You* are approved for continued life coverage under the Waiver of Premium or Portability provision, *You* may be asked to name a beneficiary. A beneficiary designation made in connection with Waiver of Premium or Portability, if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the *Policy*. Such change of beneficiary only applies while *You* qualify for continued coverage under the Waiver of Premium or Portability provision.

If continuation of life insurance under the Waiver of Premium or Portability provision ceases, and *You* are employed by the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, *We* will pay death benefits in accordance with the Facility of Payment provision.

CONVERSION OF LIFE INSURANCE

How much Life Insurance may You convert if eligibility terminates?

You may convert to an individual policy of life insurance if *Your* life insurance, or a portion of it, ceases because:

1. *You* are no longer employed by the *Policyholder*; or
2. *You* are no longer in a class which is eligible for life insurance.

In either of these situations, *You* may convert all or any portion of *Your* life insurance which was in force on the date *Your* life insurance ceased.

How much Life Insurance may You convert if the policy terminates or is amended?

You may also convert to an individual policy of life insurance if *Your* life insurance ceases because:

1. life insurance benefits under the *Policy* cease; or
2. the *Policy* is amended making *You* ineligible for life insurance; however, in either of these situations,

You must have been insured under the *Policy*, or the *Policy* it replaced, for at least five (5) years. The amount of insurance converted in either of these situations will be the lesser of:

1. the amount of life insurance in force, less any amount for which *You* become eligible under this or any other group policy within 31 days after the date *Your* life insurance ceased; or
2. \$10,000.

How to apply for conversion

We must receive written application and the first premium for the individual life insurance policy within 31 days after life insurance under the *Policy* ceased. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain waiver of premium, accelerated death benefit, disability benefits, accidental death and dismemberment benefits or any other ancillary benefits.

The minimum issue amount of an individual conversion policy is \$2,000. The premium for the individual policy will be based on:

1. *Our* current rates based upon *Your* attained age; and
2. the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which *You* could apply for conversion.

If *You* die during a period when *You* would have been entitled to have an individual policy issued to *You* and if *You* die before such an individual policy became effective, *We* will pay *Your* beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

1. *Your* death occurred during the 31-day period within which *You* could have made application; and
2. *We* receive proof of death within two (2) years of the date of death.

If life insurance benefits are paid under the *Policy*, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

If *You* have elected Portability, conversion is not available for amounts continued under Portability unless coverage under Portability terminates. Conversion from Portability will be as specified under Portability.

Notice. If the *Policyholder* fails to notify *You* at least 15 days prior to the date insurance under the *Policy* would cease, *You* shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the *Policy*. The additional election period shall expire 15 days immediately after the *Policyholder* gives *You* notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

WAIVER OF PREMIUM

What is the Waiver of Premium benefit?

We will continue *Your* Basic and *Supplemental* life insurance benefit under the *Policy* without further payment of life insurance premium if *You* become *Totally Disabled*, provided:

1. *You* are insured under the *Policy* and were *Actively at Work* on or after the effective date of the *Policy*; and
2. *You* are under the age of 60; and
3. *You* provide *Us* with satisfactory written proof of *Total Disability* within 12 months after the date *You* became *Totally Disabled*; and
4. *Your Total Disability* has continued without interruption for at least 9 months; and
5. *You* are still *Totally Disabled* when *You* submit the proof of disability; and
6. all required premium has been paid.

Total Disability or *Totally Disabled* means *You* are diagnosed by a *Doctor* to be completely unable because of *Sickness* or *Injury* to engage in any occupation for wage or profit or any occupation for which *You* become qualified by education, training or experience.

We will waive premium beginning the month after *We* receive satisfactory proof that *You* have been *Totally Disabled* for at least 9 months. Premium will continue to be waived provided *You*:

1. remain *Totally Disabled*; and
2. provide satisfactory written proof of continuing *Total Disability* upon request.

You are responsible for obtaining initial and continuing proof of *Total Disability*.

You will be covered for the amount of life insurance in force as of the date *Total Disability* commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as shown on the *Schedule of Benefits* or which are the result of an amendment to the *Policy*, but in no event will the insurance amount increase while *Your* life insurance is continued under Waiver of Premium. This life insurance coverage will continue without the payment of premium until *You* are no longer *Totally Disabled*, or attain the Maximum Waiver of Premium Duration as set forth in the *Schedule of Benefits* or retire, whichever occurs first.

We may have *You* examined at reasonable intervals during the period of claimed *Total Disability*. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if *You* refuse to be examined as and when required.

If *You* are approved for continued coverage under the Waiver of Premium provision, *You* will be asked to name a beneficiary. That beneficiary designation:

1. will only apply while *Your* coverage continues under this Waiver of Premium provision; and
2. if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the *Policy*.

We will pay the amount of life insurance in force to *Your* beneficiary if *You* die before furnishing satisfactory proof of *Total Disability*, if:

1. *You* die within one year from the date *You* became *Totally Disabled*; and
2. *We* receive proof that *You* were continuously *Totally Disabled* until the date of death; and
3. *We* receive proof of death not more than two (2) years after *Your* death.

If continuation of life insurance under the Waiver of Premium provision ceases while the *Policy* is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date. If *You* return to work with the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, *We* will pay death benefits in accordance with the Facility of Payment provision.

If continuation of life insurance under the Waiver of Premium provision ceases, and *You* are no longer employed by the *Policyholder*, *You* may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of this Certificate.

How does termination of the Policy affect Your insurance under the Waiver of Premium Benefit?

Termination of the *Policy* will not affect any insurance that has been continued under this Provision prior to the termination date.

What if You are Totally Disabled and the Policy ends before You satisfy the Elimination Period?

Your coverage under the *Policy* will end if the *Policy* ends before *You* satisfy the *Elimination Period*. However, when the *Policy* ends *You* may be entitled to convert *Your* coverage to an individual plan of life insurance as described in the Conversion of Life Insurance provision.

You may still submit a claim for Waiver of Premium Benefits after the *Policy* ends. However, *You* must be *Totally Disabled*, pay the Conversion premium for the full length of the Elimination Period and qualify for the Waiver of Premium Benefits.

At no time can You be covered under both the individual conversion policy and this Policy.

Upon receipt of timely notice and due proof of *Your Total Disability* *We* will evaluate *Your* claim. If *We* determine that *You* qualify and *You* pay all applicable premiums, *We* will approve *Your* Waiver of Premium claim under the *Policy* and agree to rescind any individual policy of life insurance issued to *You* under the Conversion privilege. *We* will refund any premiums paid for such coverage. Insurance under the *Policy* will not go into effect until *We* approve your claim in writing.

ACCELERATED DEATH BENEFIT

The benefit paid under this provision may be taxable. If so, You or Your beneficiary may incur a tax obligation. As with all tax matters, You or Your beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect Your eligibility for Medicaid or other governmental benefits or entitlements.

What is the Accelerated Death Benefit?

The *Accelerated Death Benefit* is a percentage of *Your* group Basic and *Supplemental* term life insurance which is payable to *You* prior to *Your* death if *We* receive *Proof* that *You* have a *Terminal Condition*. The *Accelerated Death Benefit* is limited to the maximum and minimum amounts shown on the *Schedule of Benefits*, and is payable only once to any one *Insured*.

The *Accelerated Death Benefit* is calculated on the group Basic and *Supplemental* term life insurance benefit amount in force under the *Policy* on the date *You* are diagnosed with a *Terminal Condition*. If *Your* group term life insurance will reduce, due to age, within 12 months after the date *We* receive *Proof*, the *Accelerated Death Benefit* will be calculated on the reduced group Basic and *Supplemental* term life insurance benefit.

Who is Eligible for an Accelerated Death Benefit?

This benefit only applies to *Insureds* with at least the Minimum Covered Life Insurance Benefit amounts set forth in the *Schedule of Benefits*. *You* must have been *Actively at Work* on or after the effective date of the *Policy* to be eligible for an *Accelerated Death Benefit*.

This benefit does not apply to Accidental Death and Dismemberment benefits.

Terminal Condition means *You* have been examined and diagnosed by *Your Doctor* as having a medically determined condition which is expected to result in death within 12 months from the date that a claim for benefit under this provision is received by *Us*. *We* have the sole right to determine if such *Proof* is acceptable.

The Accelerated Death Benefit Payment

We will pay the benefit during *Your* lifetime if *You* are diagnosed with a *Terminal Condition* if *You* or *Your* legal representative submits a claim for an *Accelerated Death Benefit* and provides satisfactory *Proof*. The benefit will be paid in one sum to *You*.

Are there any exceptions to the payment of the Accelerated Death Benefit?

The *Accelerated Death Benefit* will not be payable:

1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the *Schedule of Benefits*; or
2. if *Your Terminal Condition* is the result of:
 - a. attempted suicide, while sane or insane; or
 - b. intentionally self-inflicted injury; or
3. if *Your* group term life insurance benefit has been assigned; or
4. if *Your* group term life insurance benefit is payable to an irrevocable beneficiary, including notification to *Us* that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement; or
5. to retirees.

Notice and Proof of Claim

You must elect the *Accelerated Death Benefit* in writing on a form that is acceptable to *Us*. *You* must furnish *Proof* that *You* have a *Terminal Condition*, including certification by a *Doctor*.

Proof under the *Accelerated Death Benefit* means evidence satisfactory to *Us* that *You* have a *Terminal Condition*. *We* reserve the right to determine, at *Our* sole discretion, if *Proof* is acceptable.

Effect on Insurance

The *Accelerated Death Benefit* is in lieu of the group term life insurance benefit that would have been paid upon *Your death*. When the *Accelerated Death Benefit* is paid:

1. the term life insurance benefit otherwise payable upon *Your death* will be reduced by the amount of the *Accelerated Death Benefit*;
2. the amount of group term life insurance which could otherwise have been converted to an individual contract will be reduced by the amount of the *Accelerated Death Benefit*; and
3. the premium due for group term life insurance will be calculated on the amount of such insurance remaining in force after deducting the *Accelerated Death Benefit*.

What happens to my coverage if I recover from the Terminal Condition?

If *Your Doctor* certifies that *You* no longer have a *Terminal Condition* and:

1. *You* return to work in an eligible class, coverage will remain in force, provided premium is paid when due.
2. *You* do not return to an eligible class but *You* are approved for continued life insurance coverage under the Waiver of Premium provision, coverage will remain in force, subject to the terms and conditions of the Waiver of Premium provision.
3. *You* do not return to an eligible class, and *You* do not qualify for continued life insurance, coverage will end and *You* may elect Portability or apply for conversion to an individual policy of life insurance in accordance with the applicable terms, conditions and time limits set forth in the Conversion of Life Insurance provision of the *Policy*.

In any event, the amount of coverage eligible to be continued, ported or converted will be reduced by the amount of the *Accelerated Death Benefit* paid.

PORTABILITY BENEFIT

What is the Portability Benefit?

If *Your* Basic and Supplemental Group Life Insurance, or any portion of it, terminates, *You* may elect to continue *Your* Life Insurance in accordance with the terms of the *Policy* by paying premiums directly to *Us*. If *You* elect Portability, *You* may also elect to continue *Dependent* Life Insurance under the conditions set forth below, but *You* may not apply for *Dependent* Life Insurance at the time you apply for Portability. The coverages eligible for Portability and the Portability Benefit Duration are set forth in the *Schedule of Benefits*.

The premiums for the coverage continued under the Portability Benefit will not be the same as the premium *You* are charged for *Your* group Life insurance under the *Policy*. Portability premium will be based on:

1. *Our* current rates for the applicant's age and class of risk at the time he elects Portability; and
2. the amount of insurance continued under Portability.

The maximum amount of Life Insurance which may be continued under Portability is the amount of Life Insurance terminating at the time the Portability Benefit is elected.

A beneficiary designation on the Application for Portability, if different from the designation on *Your* enrollment form, shall constitute a change of beneficiary under the *Policy*, and that beneficiary designation will only apply while *Your* coverage continues under this Portability Benefit provision.

The Waiver of Premium is not available for any *Insured* whose *Total Disability* begins after coverage under Portability becomes effective. The Accelerated Death Benefit is not available for any *Insured* who is diagnosed with a *Terminal Condition* after coverage under Portability becomes effective.

What are Eligibility Requirements for Employee Portability?

To be eligible for Portability, *You* must meet the following conditions:

1. *You* must have been insured under the *Policy* for at least one year prior to electing Portability; and
2. *Your* Life Insurance, or a portion of it, must have terminated for reasons other than *Sickness*, *Injury*, retirement or termination of the master *Policy*; and
3. *You* must be less than 70 years of age; and
4. *You* must be able to perform the *Material and Substantial* duties of any *Gainful Occupation* for which *You* are qualified by education, training or experience; and
5. *You* must not have exercised the right to convert under the Conversion of Life Insurance provision the amount of Life Insurance *You* elect under the Portability Benefit. If *You* elect the Portability benefit, any amounts of Life Insurance which are not ported may be converted in accordance with the terms of the Conversion of Life Insurance provision.

You must submit an application for Portability and the first premium within 31 days after the date *Your* Life Insurance terminated.

We reserve the right to rescind any coverage amounts continued under Portability if it can be shown that *You* misrepresented any of the information provided to support eligibility for Portability.

Can Dependent Life Insurance be Ported if Your Eligibility Terminates or if Your Spouse's Coverage Terminates?

Yes, *You* or *Your* insured *Spouse* may elect Portability of Dependents' Life Insurance if Dependents' insurance coverage ceases as follows:

1. *You* may apply for Portability of Dependent Life Insurance if *You* meet the eligibility requirements to port *Your* Life Insurance as shown above and *You* are covered for Dependent Life insurance on the date *Your* coverage ceases.
2. *Your* insured *Spouse* may apply for Portability of his Group Life Insurance, and/or life insurance on covered *Dependent Child(ren)* provided:
 - a. *Your Spouse's* life insurance terminates because *You* die or *Your* eligibility for Dependent Life Insurance ceased for reasons other than retirement or termination of the master *Policy* and *Your Spouse* is less than 70 years of age.

- b. *Your Spouse* had elected Dependent Life on eligible *Dependent Child(ren)* and such coverage is still in force when *Your* eligibility for Dependents Life Insurance ceased for reasons other than retirement or termination of the master *Policy*.
- c. *Your Spouse* must have been insured for such coverage(s) under the *Policy* for at least one year prior to electing Portability.
- d. Portability is not available if *Your Spouse*'s life insurance terminates because he no longer meets the *Policy* definition of an *Eligible Dependent Spouse*.

3. *You* or *Your Spouse* must not have exercised the right to convert under the Dependent Conversion Privilege provision of the *Policy* the amount of coverage *You* or *Your Spouse* elect under the Portability Benefit. If *You* elect portability of Dependent Life Insurance, any amounts of Dependent Life Insurance which are not ported may be converted in accordance with the terms of the *Policy*.

If these criteria are met, *You* or *Your Spouse*, must submit an Application for Portability and the first premium within 31 days after the date such eligible Dependent Life Insurance terminated.

We reserve the right to rescind any coverage amounts continued under Portability if it can be shown that *You* or *Your Spouse* misrepresented any of the information provided to support eligibility for Portability of Dependent Life Insurance.

When will Portable Coverage Terminate?

Insurance continued under the Portability Benefit provision of the *Policy* will terminate at the earliest of the following:

1. the date *You* return to work with the *Policyholder* while the *Policy* is still in force; or
2. the date *You* or *Your Spouse* fail to pay the required premiums when due; or
3. the end of the Portability Benefit Duration set forth in the *Schedule of Benefits*; or
4. the premium due date following the date a Dependent ceases to meet the definition of an *Eligible Dependent*.

If continuation of life insurance under the Portability Benefit provision ceases while the *Policy* is still in force, and *You* are employed by the *Policyholder*, *Your* life insurance will continue provided premium payments begin on the next premium due date. If *You* return to work with the *Policyholder*, *You* must make a new beneficiary designation. If *You* do not name a new beneficiary, we will pay death benefits according to the Facility of Payment provision.

Is Conversion available after coverage under Portability ends?

If coverage under Portability terminates according to (3) or (4) above, *You* may convert to an individual policy of whole life insurance in accordance with the terms of the Conversion provisions of the *Policy*. No *Evidence of Insurability* will be required. The amount of the conversion policy may not exceed the amount of life insurance which terminated as set forth above.

DEPENDENT LIFE INSURANCE

THIS BENEFIT ONLY APPLIES IF YOU HAVE ELECTED DEPENDENT TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

What is the Dependent Life Insurance Benefit?

We will pay *You* the amount of insurance set forth in the Schedule of Benefits on the life of *Your Dependent(s)* while *Your* insurance is in force. Payment will be in one lump sum.

If *You* are not living at the time *Dependent* life insurance benefits become payable, *We* will pay the benefit:

1. to *Your Spouse*, if living; if not,
2. in equal shares to *Your* then living natural or legally adopted children, if any; if none,
3. in equal shares to *Your* father and mother, if living; if not,
4. in equal shares to *Your* brothers and sisters, if living; otherwise
5. to *Your* estate.

Are Life Insurance Benefits payable for death by suicide?

Life Insurance benefits and Accelerated Death Benefits, will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within one (1) year from the effective date of *Your* covered Dependent's Supplemental Term Life Insurance or the effective date of any increased amount of life insurance. Our liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

If *Your* covered Dependent(s):

1. were covered for *Voluntary* life insurance under a prior carrier's policy;
2. were insured under the Policy on its effective date; and
3. and there was no lapse in coverage,

We will consider the time *Your* covered Dependent(s) were covered under the Policy and under the prior carrier's policy in determining if benefits are payable for death by suicide. The death benefit, if payable under this provision, will be the lesser of the benefit under the Policy or the benefit under the prior carrier's policy.

Who is eligible for Dependent Life Insurance?

If *You* are insured for life insurance under the Policy and belong to a class listed in the Schedule of Benefits as eligible for Dependent Life Insurance benefits, *You* are eligible to enroll for this benefit. If *You* or *Your Spouse* are enrolled for Dependent Life Insurance and subsequently acquire a new *Eligible Dependent*, that *Dependent* will automatically be covered.

Note: No eligible person may be covered more than once under the Policy. If a person is covered as an *Employee*, he cannot be covered as a *Spouse* or *Dependent Child* of another *Employee*. If both parents are covered as insured *Employees* under the Policy, only one may enroll for life insurance coverage on *Eligible Dependent Child(ren)*.

When does Dependent Life Insurance become effective?

Provided *You*:

1. have completed any required *Employee Eligibility Waiting Period*; and
2. apply for Dependent Life Insurance no later than 31 days after becoming eligible for this benefit; and
3. have paid or are obligated to pay any applicable premium.

Life insurance for *Your Eligible Dependent(s)* will become effective on the later of:

1. the date *Your* group insurance coverage becomes effective;
2. the effective date of the Dependent Life Insurance benefit;
3. the first of the month that falls on or next follows date *You* enroll *Your Eligible Dependent(s)*;
4. the first of the month that falls on or next follows the date *You* acquire *Your Eligible Dependent(s)*; or

5. if *Evidence of Insurability* is required, the date We determine that evidence is satisfactory and We provide notice of approval.

If *You* enroll for Dependent Life Insurance more than 31 days after *You* are eligible to do so, *You* must furnish *Evidence of Insurability* satisfactory to *Us* for each *Dependent*, and coverage will become effective as set forth above.

If an *Eligible Dependent* is required to submit satisfactory *Evidence of Insurability* for any reason, insurance in the amount for which We require such evidence will become effective on the date *We* determine that the evidence is satisfactory and We provide notice of approval.

If an *Eligible Dependent* is *Hospital Confined* or *Your* eligible *Spouse* is unable to perform two of the *Activities of Daily Living* on the date coverage would otherwise become effective, insurance will not become effective until the date the *Eligible Dependent* is *No Longer Hospital Confined* or *Your Spouse* is able to perform at least two of the *Activities of Daily Living*.

When do changes in the Dependent Life Insurance benefit become effective?

If no *Evidence of Insurability* is required, increases in the amount of Dependent Life Insurance will become effective immediately on the date of the change, provided the *Dependent* is not *Hospital Confined* on that day. If the *Dependent* is *Hospital Confined*, the increase will become effective on the date the *Dependent* is *No Longer Hospital Confined*.

For amounts on which *Evidence of Insurability* is required, increases in the amount of Dependent Life Insurance will be effective on the date *We* determine that evidence is satisfactory; and, *We* provide notice of approval by *Us*.

Any decrease in the amount of Dependent Life Insurance will become effective immediately on the date of the change.

Coverage will continue past the age limit for eligible *Dependent Children* who are primarily dependent upon *You* for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. Proof of such incapacity must be provided to *Us* upon request.

CONVERSION OF DEPENDENT LIFE INSURANCE

Can Dependent Life Insurance be converted if Eligibility Terminates?

Yes, a *Dependent* may convert to an individual policy of life insurance if his life insurance, or any portion of it, ceases because:

1. *You* are no longer employed by the *Policyholder*; or
2. *You* are no longer in a class which is eligible for Dependent Life Insurance; or
3. *You* die; or
4. a *Dependent Child* reaches the limiting age under the Policy; or
5. a *Dependent Spouse* is no longer eligible as a result of divorce or dissolution of marriage; or
6. a *Dependent* is no longer eligible as defined in this provision.

In any of these situations, the *Dependent* may convert up to the amount which was in force on the date insurance was terminated.

How much can Your covered Dependent convert if the Policy is terminated or amended?

A *Dependent* may also convert to an individual policy of life insurance if his life insurance ceases because:

1. Dependent Life Insurance benefits under the Policy cease; or
2. the Policy is amended making the insured *Dependent* ineligible for Dependent Life Insurance; however, he must have been insured under the Policy, or the policy it replaced, for at least five (5) years. The amount of insurance converted in either of these situations will be the lesser of:
 1. the amount of life insurance in force, less any amount for which the *Dependent* becomes eligible under this or any other group policy within 31 days after the date his life insurance ceased; or
 2. \$10,000.

How to apply for conversion

We must receive written application and the first premium for the individual life insurance policy within 31 days after life insurance under the Policy ceases. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain Accidental Death and Dismemberment benefits or any other supplementary benefits.

The minimum issue amount of an individual conversion policy is \$2,000. The premium for the individual policy will be based on:

1. *Our* current rates based upon the applicant's attained age; and
2. the amount of the individual policy.

If the *Dependent* applies for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which he could apply for conversion.

If the *Dependent* dies during a period when he would have been entitled to have an individual policy issued to him and if he dies before such an individual policy became effective, *We* will pay the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

1. the death occurred during the 31-day period during which he could have made application; and
2. *We* receive proof of death within two (2) years of the date of death.

If life insurance benefits are paid under the Policy, payment will not be made under the converted policy, and *We* will refund any premiums paid for the converted policy.

If *You* have elected *Dependent* Life Insurance under the Portability Benefit, conversion is not available unless coverage under Portability terminates. Conversion from Portability will be as specified under Portability.

Notice. If the *Policyholder* fails to notify *You* at least 15 days prior to the date insurance under the Policy would cease, *You* shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the *Policy*. The additional election period shall expire 15 days immediately after the *Policyholder* gives *You* notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

DEPENDENT LIFE ACCELERATED DEATH BENEFIT

The benefit paid under this provision may be taxable. If so, *You* may incur a tax obligation. As with all tax matters, *You* should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect *Your* eligibility for Medicaid or other governmental benefits or entitlements.

What is the Accelerated Death Benefit?

The *Accelerated Death Benefit* is a percentage of *Your Dependent Spouse's* or *Child's* term life insurance which is payable to *You* prior to *Your Dependent Spouse's* or *Child's* death if *We* receive *Proof* that *Your Dependent Spouse* or *Child* have a *Terminal Condition*. This *Accelerated Death Benefit* is limited to the maximum and minimum amounts shown on the *Schedule of Benefits*, and is payable only once to any one *Insured*.

The *Accelerated Death Benefit* is calculated on the group Basic and *Supplemental Dependent* life insurance benefit amount in force under the *Policy* on the date *Your Spouse* or *Child* is diagnosed with a *Terminal Condition*.

Who is Eligible for a Dependent Life Accelerated Death Benefit?

This benefit only applies to *Dependents* with at least the Minimum Covered Life Insurance Benefit amounts set forth in the *Schedule of Benefits*. *You* must have been *Actively at Work* on or after the effective date of the *Policy* to be eligible for a *Dependent Life Accelerated Death Benefit*.

This benefit does not apply to Accidental Death and Dismemberment benefits.

Terminal Condition means *Your Dependent Spouse* or *Child* have been examined and diagnosed by a *Doctor* as having a medically determined condition which is expected to result in death within 12months from the date a claim for benefits under this provision is received by *Us*. *We* have the sole right to determine if such *Proof* is acceptable.

The Accelerated Death Benefit Payment

We will pay the benefit to You if Your Dependent Spouse or Child is diagnosed with a Terminal Condition if You submit a claim for a Dependent Life Accelerated Death Benefit and provide satisfactory Proof. The benefit will be paid in one sum to You.

Are there any exceptions to the payment of the Accelerated Death Benefit?

The Dependent Life Accelerated Death Benefit will not be payable:

1. for any amount of group term life insurance which is less than the Minimum ADB Payment as set forth in the *Schedule of Benefits*; or
2. if Your Dependent Spouse's or Child's Terminal Condition is the result of:
 - a. attempted suicide, while sane or insane; or
 - b. intentionally self-inflicted injury; or
3. to retirees.

Notice and Proof of Claim

You must elect the Dependent Life Accelerated Death Benefit in writing on a form that is acceptable to Us. You must furnish Proof that Your Dependent Spouse or Child have a Terminal Condition, including certification by a Doctor.

Proof under the Dependent Life Accelerated Death Benefit of Dependent Life Insurance means evidence satisfactory to Us that Your Dependent Spouse or Child have a Terminal Condition. We reserve the right to determine, at Our sole discretion, if Proof is acceptable.

Effect on Insurance

The Dependent Life Accelerated Death Benefit is in lieu of the Dependent Life Insurance benefit that would have been paid upon Your Dependent Spouse's or Child's death. When this Accelerated Death Benefit is paid:

1. the death benefit otherwise payable upon Your Dependent Spouse's or Child's death will be reduced by the amount of the Dependent Life Accelerated Death Benefit;
2. the amount of group term life insurance which could otherwise have been ported or converted to an individual contract will be reduced by the amount of the Accelerated Death Benefit; and
3. the premium due for Dependent Life Insurance will be calculated on the amount of such insurance remaining in force after deducting this Accelerated Death Benefit.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AD&D)

THIS BENEFIT ONLY APPLIES TO YOU IF YOU HAVE ELECTED AD&D INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

COVERAGE PLANS AVAILABLE

Individual Plan: If You enroll in the Individual Plan, You may select a Coverage Amount within the range set forth in the *Schedule of Benefits*, and You will be covered for the amount selected while coverage remains in force, subject to any adjustments resulting from an increase in age.

Family Plan: If You enroll in the Family Plan, You may select a Coverage Amount within the range shown on the *Schedule of Benefits*, and Your Eligible Dependents will be covered for a percentage of Your Coverage Amount as shown on the *Schedule of Benefits*.

Note: No eligible person may be covered more than once under the *Policy*. If a person is covered as an *Employee*, he cannot be covered as a *Spouse* or *Dependent Child* of another *Employee*. If both parents are covered as insured *Employees* under the *Policy*, only one may enroll for life insurance coverage on *Dependent Child(ren)*.

What is the AD&D Benefit?

If, while insured under the *Policy*, You or Your covered Dependent suffer an *Injury in an Accident*, We will pay for those *Losses* set forth in the "Table of Losses" below. The amount paid will be the percentage stated in the Table of Losses but not more than the Coverage Amount set forth in the *Schedule of Benefits*. The *Loss* must:

1. occur within 365 days of the *Accident*; and
2. be the direct and sole result of the *Accident*; and
3. be independent of all other causes.

TABLE OF LOSSES

	% OF COVERAGE AMOUNT PAYABLE
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of Speech and Hearing	100%
Quadriplegia	100%
Paraplegia	75%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%

Loss of Speech	50%
Loss of Hearing (both ears)	50%
Hemiplegia	50%
Loss of Thumb and Index Finger (on same hand)	25%
Uniplegia	25%

Definitions which apply to the AD&D Provision:

Accident or **Accidental** means a sudden, unexpected event that was not reasonably foreseeable.

Hemiplegia means total *Paralysis* of one arm and one leg on the same side of the body.

Loss, with respect to hand or foot, means actual and permanent severance from the body at or above the wrist or ankle joint, as applicable. With respect to eyes, speech and hearing, loss means entire and irrecoverable loss of sight, speech or hearing. With respect to thumb and index finger, loss means complete severance of entire digit at or above joints.

Paralysis means loss of use without severance of a limb as a result of an *Injury* to the Spinal Cord, which has continued for 12 months. *Paralysis* must be determined by a *Doctor* to be permanent, total and irreversible.

Paraplegia means total *Paralysis* of both legs.

Quadriplegia means total *Paralysis* of both arms and both legs.

Uniplegia means total *Paralysis* of one limb.

The total amount of AD&D benefits payable for all *Losses* for any one *Insured* resulting from any one *Accident* will not be greater than the Coverage Amount set forth in the *Schedule of Benefits*.

Except as provided in a particular AD&D benefit provision, *We* will pay benefits for loss of life to the same beneficiary(ies) named to receive life insurance benefits. Benefits for all other *Losses* will be paid to *You*.

SEAT BELT BENEFIT

What is the Seat Belt Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, if a benefit is payable under the AD&D Benefit for *Your* loss of life as the result of an *Accident* which occurs while *You* were driving or riding in an *Automobile*, if:

1. the *Automobile* is equipped with *Seat Belts*.
2. the *Seat Belt* was in actual use and properly fastened at the time of the *Accident*.
3. the position of the *Seat Belt* is certified in the official report of the *Accident* or by the investigating officer. A copy of the police accident report must be submitted with the claim.
4. *You* were driving or riding in an *Automobile* driven by a licensed driver who was neither:
 - a. intoxicated or driving while impaired. Intoxication and impairment shall be determined, with or without conviction, by the law of the jurisdiction in which the *Accident* occurs or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication; nor
 - b. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence.

If the required certification is not available and if it is unclear whether *You* were properly wearing a *Seat Belt*, then *We* will pay an additional benefit of \$1,000.

Automobile means a validly registered private passenger car (or policyholder-owned car), station wagon, jeep-type vehicle, SUV, pick-up truck or van-type car that is not licensed commercially or being used for commercial purposes.

Seat Belt means those belts that form an occupant restraint system.

AIR BAG BENEFIT

What is the Air Bag Benefit?

We will pay an additional amount as set forth in the *Schedule of Benefits* if a benefit is payable under the AD&D Benefit for *Your* loss of life as the result of an *Accident* which occurs while *You* are driving or riding in an *Automobile* provided that:

1. *You* were positioned in a seat that was equipped with an *Air Bag*;
2. *You* were properly strapped in the *Seat Belt* when the *Air Bag* inflated; and
3. the police report establishes that the *Air Bag* inflated properly upon impact.

If it is unclear whether *You* were properly wearing *Seat Belt*(s) or if it is unclear whether the *Air Bag* inflated properly, then the Air Bag Benefit will be \$1,000.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the *Automobile*, or proper replacement parts as required by the automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. A *Seat Belt* is not considered an *Air Bag*.

REPATRIATION BENEFIT

What is the Repatriation Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, for the preparation and transportation of *Your* body to a mortuary if:

1. the Coverage Amount under the AD&D Benefit is payable for *Your* loss of life; and
2. *Your* death occurs at least 75 miles away from *Your* principal residence.

EDUCATION BENEFIT

What is the Education Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits* to *Your Dependent Student* if an AD&D benefit is payable for *Your* loss of life. *We* will only pay one Education Benefit to any one *Dependent Student* during any one school year. If the *Dependent Student* is a minor, *We* will pay the benefit to the legal representative of the minor.

Definitions which apply to the Education Benefit:

Student means an *Eligible Dependent* child who, on the date of *Your* death, is:

1. A full-time post-high school student in a *School of Higher Education*; or
2. A student in the 12th grade but who becomes a full-time post-high school student in a *School of Higher Education* within 365 days after *Your* death.

School of Higher Education means an institution which:

1. is legally authorized by the State in which it is located; and
2. provides either a program for:
 - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
 - b. Gainful employment as long as such program is at least one year of training; and
3. is accredited by an Agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

When Benefit Ends: A *Dependent Student* will no longer be eligible to receive the Dependent Education Benefit upon the earlier of the following:

1. *Our* payment of the fourth installment of the Dependent Education Benefit on behalf of or to the *Dependent Student*; or

2. At the end of the period during which due *Proof* must be submitted if no due *Proof* is submitted.

Special Child Education Benefit: If *Your Eligible Dependent* child does not qualify as a *Student*, but is enrolled in an elementary or high school, *We* will pay a Child Education Benefit in the amount of \$1,000. This benefit is payable once upon proof that *You* died as a result of an Accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after *Your* death, *Your Eligible Dependent Child* is a full-time student in an elementary or high school.

SPOUSE TRAINING BENEFIT

What is the Spouse Training Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, to *Your Dependent Spouse* if the coverage amount under the AD&D Benefit is payable for *Your* loss of life. The benefit payable is up to the Maximum Spouse Training Benefit set forth in the *Schedule of Benefits*. The benefit is paid annually for the cost of covered expenses incurred within 36 months of *Your* death.

We will pay this benefit if *You*:

1. die within 365 days of and as a result of a covered *Accident*; and
2. are survived by a *Spouse*.

The benefit will be payable for *Your* surviving *Spouse* who:

1. enrolls within 365 days after *Your* death in any *School of Higher Education* for the purpose of training, retraining or refreshing skills needed for employment; and
2. incurs expenses payable directly to or approved and certified by such school.

School of Higher Education means an institution which:

1. is legally authorized by the State in which it is located; and
2. provides either a program for:
 - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
 - b. Gainful employment as long as such program is at least one year of training; and
3. is accredited by an Agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

DAY CARE BENEFIT

What is the Day Care Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, if the *Employee Coverage Amount* under the AD&D Benefit is payable for *Your* loss of life. The benefit is paid annually for the cost of covered expenses incurred, if *You* are survived by a *Dependent Child* who:

1. on the date of the covered *Accident* was enrolled in a legally licensed *Day Care Center*; or
2. is enrolled in a legally licensed *Day Care Center* within 365 continuous days from the date of the covered *Accident*; and
3. is less than 13 years of age.

The *Day Care Center Benefit* is payable for incurred *Day Care Center* expenses for each child who qualifies:

1. in an amount up to the *Day Care Benefit Amount* as set forth in the *Schedule of Benefits*; and
2. only while the *Dependent* child continues to be enrolled in a legally licensed *Day Care Center*.

We will pay this benefit once a year, at the end of a 12-month period in which there are documented *Day Care Center* expenses, for not more than the Maximum Day Care Benefit Duration, as set forth in the *Schedule of Benefits*, or until the child's 13th birthday, whichever happens first.

If at the time of the *Accident*, coverage for a *Dependent Child* is in force, but there is no *Dependent* child who qualifies, *We* will pay an additional benefit of \$1,500 to *Your* designated beneficiary.

This benefit will be payable to *Your* surviving *Spouse*, if *Your Spouse* has custody of the child. If *You* have no surviving *Spouse*, or *Your* child does not live with *Your Spouse*, then the benefit will be paid to the child's legally appointed guardian.

Day Care Center means a facility which is run according to law, including laws and regulations applicable to child care facilities, and which provides care and supervision for children in a group setting on a regular, daily basis.

A *Day Care Center* does not include: a hospital, the child's home or care provided during normal school hours while a child is attending grades one through twelve.

COMA BENEFIT

What is the Coma Benefit?

We will pay an additional amount, as set forth in the *Schedule of Benefits*, if *You* become *Comatose* as a result of a covered *Accident* within 31 days of the *Accident* and remain *Comatose* beyond the *Waiting Period*.

We will pay the Coma Benefit as shown on the *Schedule of Benefits* each month from the end of the *Waiting Period*. *We* will cease payment on the earliest of:

1. the end of the month in which *You* die;
2. the end of the Coma Maximum Benefit Duration; or
3. the end of the month in which *You* are no longer *Comatose*.

If *You*:

1. die from any cause or as a result of the covered *Accident* while this Coma Benefit is payable; or
2. remain *Comatose* after this Coma Benefit is payable for the Coma Maximum Benefit Duration, we will pay a lump sum benefit equal to the Coverage Amount payable under the Policy for *Accidental* death, reduced by the amount of any *Accidental* dismemberment, loss of sight, speech, hearing, paralysis or Coma benefits paid to *You* for the *Loss* caused by the covered *Accident*.

Coma or **Comatose** means a state of complete loss of consciousness from which *You* cannot be aroused and there is no evidence of response to stimulation.

Waiting Period for the purpose of this benefit means the 31 day period from the date *You* become *Comatose*.

Exclusion: In addition to the Limitations set forth in this Certificate, the following exclusion applies to this Coma Benefit: Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. Bacterial infection that is the natural and foreseeable result of an *Accidental Injury* or *Accidental* food poisoning is not excluded.

EXPOSURE AND DISAPPEARANCE

If, as a result of an *Accident* while insured for this benefit, if *You* or *Your Insured Dependents* are unavoidably exposed to the elements and suffer a *Loss* as a result of that exposure, that *Loss* will be covered. If *Your* or *Your Insured Dependents* body has not been found within one (1) year of an *Accidental* disappearance, forced landing, sinking or wrecking of a conveyance in which *You* or *Your Insured Dependents* were occupants, *You* or *Your Insured Dependents* will be deemed to have suffered loss of life.

LIMITATIONS

Are there any Limitations for losses due to an Accident?

We will not pay any benefit for any *Loss* that, directly or indirectly, results in any way from or is contributed to by:

1. any disease or infirmity of mind or body, and any medical or surgical treatment thereof; or;
2. any infection, except a pus-forming infection of an *Accidental* cut or wound; or
3. suicide or attempted suicide, while sane or insane; or
4. any intentionally self-inflicted *Injury*; or
5. war, declared or undeclared, whether or not *You* or *Your Insured Dependent* is a member of any armed forces; or
6. travel or flight in an aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft; or

7. commission of, participation in, or an attempt to commit an assault or felony; or
8. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence; or
9. intoxication as defined by the laws of the jurisdiction in which the *Accident* occurred or .08% blood alcohol content if the jurisdiction in which the *Accident* occurred does not define intoxication. Conviction is not necessary for a determination of being intoxicated; or
10. active participation in a *Riot*. *Riot* means all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether with or without a common intent and whether or not damage to person or property or unlawful act is the intent or the consequence of such disorder.

UNIFORM PROVISIONS

(Applicable to Dismemberment Coverage Only)

Initial Notice of Claim

We must receive written notice of *Loss* within 30 days of the date of *Loss*, or as soon as reasonably possible. The *Policyholder* can assist with the appropriate telephone number and address of *Our* Claim Department. Notice may be sent to *Our* Claim Department at the address shown on the claim form or given to *Our* Agent.

Claim Forms

Within 15 days of *Our* being notified in writing of a claim, *We* will supply the claimant with the necessary claim forms. The claim form is to be completed and signed by the claimant, the *Policyholder* and the claimant's *Doctor*. If the appropriate claim forms are not received within 15 days, then the claimant will be considered to have met the requirements for written *Proof* of loss if *We* receive written *Proof*, which describes the occurrence, extent and nature of the *Loss*.

Time Limit for Filing Your Claim

We must receive written *Proof* of loss within 90 days after the date a *Loss* is incurred. If it is not possible to give *Us* written *Proof* within 90 days, the claim is not affected if the *Proof* is given as soon as possible. However, unless the claimant is legally incapacitated, written *Proof* of loss must be given no later than one year after the time *Proof* is otherwise due.

No benefits are payable for claims submitted more than 1 year after the time *Proof* is due. However, benefits may be paid for late claims if it can be shown that:

1. It was not reasonably possible to give written *Proof* during the one year period, and
2. *Proof* of loss satisfactory to *Us* was given as soon as was reasonably possible.

For the Education Benefit, *Proof* of loss must:

1. Include *Proof* of *Dependent Student* status; and
2. Be submitted no later than
 - a. Two months after completion of course work for that particular school year if the *Dependent Student* is enrolled in a *School of Higher Education* at the time of *Your* death. School year shall be deemed to begin on September 1st and end on August 31st; or
 - b. Within six (6) months after enrollment in a *School of Higher Education* if the *Dependent Student* is in the 12th grade at the time of *Your* death.

After the first year in a *School of Higher Education*, due *Proof* must be submitted in accordance with the time limits defined in Item (a) above.

Physical Examination/Autopsy

Upon receipt of a claim, *We* may examine an *Insured*, at *Our* expense, at any reasonable time. *We* reserve the right to perform an autopsy, at *Our* expense, if it is not prohibited by any applicable local law(s).

TERMINATION PROVISIONS

When does Your coverage under the Policy end?

Your coverage will terminate on the earliest of the following dates. Termination will not affect Your claim for a covered Loss which occurred while the coverage was in force.

1. the date on which the *Policy* is terminated;
2. the date You stop making any required contribution toward payment of premiums;
3. the effective date of an amendment to the *Policy* which terminates insurance for the class to which You belong; or
4. the date You:
 - a. are no longer a member of a class eligible for this insurance,
 - b. request termination of coverage under the *Policy*,
 - c. are retired or pensioned, or
 - d. are no longer *Actively at Work* as a result of a disability, layoff, leave of absence, sabbatical, or military leave.

However, You may continue to be eligible for group insurance coverage, as follows:

Disability	Until the end of the twelfth month following the month in which the disability began, provided all premiums are paid when due, the <i>Policy</i> is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.
Layoff	Until the end of the month following the month during which the layoff began, provided all premiums are paid when due, the <i>Policy</i> is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.
Leave of Absence	Until the end of the month following the month during which the leave began, or, the period of time in accordance with the FMLA provision below, provided all premiums are paid when due, the <i>Policy</i> is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.
Sabbatical	Until the end of the month following the sixth month in which the sabbatical began, provided all premiums are paid when due, the <i>Policy</i> is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.
Military Leave	Until the end of the twelfth month following the month in which the military leave began, provided all premiums are paid when due, the <i>Policy</i> is in force, and Your coverage is not replaced with group life insurance provided by a new carrier.

For the purposes of this Termination Provision only, **Disability** means You are unable to perform all of the *Material and Substantial Duties of Your Regular Occupation*.

Will coverage be continued if You are eligible for leave under FMLA?

In the event You are eligible for and the *Policyholder* approves a leave under the Family and Medical Leave Act of 1993 (FMLA), or any applicable state family and medical leave law (State FML), provided the required premium continues to be paid, the *Policy* is in force and Your coverage is not replaced with group life insurance provided by a new carrier, Your insurance will continue for a period of up to the later of:

1. the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
2. the leave period permitted by applicable state law.

You are eligible for leave under this Act in order to provide care:

1. After the birth of a child; or
2. After the legal adoption of a child; or
3. After the placement of a foster child in Your home; or
4. To a spouse, child or parent due to their serious illness; or
5. For Your own serious health condition.

While granted a Family or Medical Leave of Absence:

1. The *Policyholder* must remit the required premium according to the terms of the Policy; and
2. coverage will terminate if *You* do not return to work as scheduled according to the terms of *Your* agreement with the *Policyholder*.

When does Dependent Life Insurance coverage end?

Unless life and AD&D insurance is continued under the Portability Benefit provision, Dependent Life Insurance coverage will end on the earliest of:

1. the date *You* are no longer *Actively at Work* (except in the case of disability, layoff or leave of absence as set forth above); or
2. the date on which the *Policy* is terminated;
3. the date *You* stop making any required contribution toward payment of premiums;
4. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
5. the date *You*:
 - a. are no longer a member of a class eligible for this insurance,
 - b. request termination of coverage under the *Policy*,
 - c. are retired or pensioned, or
6. the date a *Dependent Child* or *Spouse* no longer meets the *Policy* definition of *Eligible Dependent*.

Note: Coverage will continue past the age limit for eligible *Dependent Children* who are primarily dependent upon *You* for support and who cannot work to support themselves due to a physical or mental incapacity which began before the age limit was reached. *Proof* of such incapacity must be provided to *Us* upon request.

GENERAL PROVISIONS

Entire Contract; Changes

The *Policy*, the *Policyholder's Application*, the *Employee's Certificate of coverage*, and *Your* application, if any, and any other attached papers, form the entire contract between the parties. Coverage under the *Policy* can be amended by mutual consent between the *Policyholder* and *Us*. No change in the *Policy* is valid unless approved in writing by one of *Our* officers. No agent has the right to change the *Policy* or to waive any of its provisions.

Statements on the Application

In the absence of fraud, all statements made in any signed application are considered representations and not warranties (absolute guarantees). No representation by:

1. the *Policyholder* in applying for the *Policy* will make it void unless the representation is contained in his signed *Application*; or
2. any *Employee* in applying for insurance under the *Policy* will be used to reduce or deny a claim unless a copy of the application for insurance, signed by the *Employee*, is or has been given to the *Employee*.

Legal Actions

No legal action of any kind may be filed against *Us*:

1. until 60 days after proof of claim has been given; or
2. more than 3 years after proof of *Loss* must be filed, unless the law in the state where *You* live allows a longer period of time.

Clerical Error

Clerical error or omission by *Us* to the *Policyholder* will not:

1. Prevent *You* from receiving coverage, if *You* are entitled to coverage under the terms of the *Policy*; or
2. Cause coverage to begin or coverage to continue for *You* when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about *You* that is incorrect, *We* will:

1. Use the facts to decide whether *You* have coverage under the *Policy* and in what amounts; and
2. Make a fair adjustment of the premium.

Time Limit on Certain Defenses

The validity of the *Policy* shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of the *Policy* shall not be contested on the basis of a statement made relating to insurability by any person covered under the *Policy* after such insurance has been in force for two years during such person's lifetime, and shall not be contested unless the statement is contained in a written instrument signed by the person making such statement.

Premium Provisions

Premiums are payable in United States dollars on or before their due dates. The *Policyholder* has agreed to deduct from *Your* pay any premiums payable for *Your Supplemental* coverage. The *Policyholder* agrees to remit such premiums for the entire time coverage under the *Policy* is in effect.

Premium charges for increases in insurance amounts becoming effective during a policy month will begin on the next premium due date. Premium charges for insurance terminating during a policy month will cease at the end of the month in which such insurance terminates. This method of charging premium is for accounting purposes only. It will not extend any insurance coverage beyond the date it would otherwise have terminated.

Misstatement of Age

If *You* have misstated *Your* age or the age of a *Dependent*, the true age will be used to determine:

1. the effective date or termination date of insurance; and
2. the amount of insurance; and
3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

Conformity with State Statutes and Regulations

If any provision of the *Policy* conflicts with the statutes and regulations of the state in which the *Policy* was issued or delivered, it is automatically changed to meet the minimum requirements of the statute.

Assignment

You may assign any incident of ownership *You* may possess of the life insurance benefits provided under the *Policy* to anyone other than the *Policyholder*. *We* are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

DEFINITIONS

This section tells *You* the meaning of special words and phrases used in this Certificate. To help *You* recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

Actively at Work or **Active Work** means that *You* must:

1. work for the *Policyholder* on a full-time active basis; or
2. work at least the minimum number of hours set forth in the Schedule of Benefits: and either:
 - a. work at the *Policyholder*'s usual place of business; or
 - b. work at a location to which the *Policyholder*'s business requires *You* to travel;
3. be paid regular earnings by the *Policyholder*, and
4. not be a temporary or seasonal Employee.

You will be considered *Actively at Work* if *You* were actually at work on the day immediately preceding:

1. a weekend (except for one or both of these days if they are scheduled days of work);
2. holidays (except when such holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. excused leave of absence (except medical leave and lay-off); and
6. emergency leave of absence (except emergency medical leave); and

You were not *Hospital Confined* or disabled due to an *Injury* or *Sickness*.

Activities of Daily Living means:

1. Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
2. Toileting – Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
3. Transferring – Moving into or out of a bed, chair or wheelchair.
4. Bathing – Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
5. Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
6. Continence – Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

Application means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the *Policyholder* applied.

Change in Family Status means a change in status as defined in the regulations under Internal Revenue Code section 125, unless the *Policyholder*'s cafeteria plan document or human resource policy contains more restrictive provisions. In that event, the *Policyholder* may restrict the situations in which *You* can change Your coverage.

Coma or **Comatose** means a state of complete loss of consciousness from which *You* cannot be aroused and there is no evidence of response to stimulation.

Contributory means *You* pay all or a portion of the premium for this insurance coverage.

Dependent or **Eligible Dependent** means:

1. *Your* lawful *Spouse*; and/or
2. *Your* unmarried *Child(ren)* who are under age 26 and are not in active military service.

Child includes:

1. *Your* natural or step child; or

2. a child placed with *You* for adoption from the date of placement or the date *You* are party in a suit in which *You* seek the adoption of the child. Eligibility will continue unless the child is removed from placement; or
3. a child of *Your* child who is *Your* dependent at the time application for coverage of the child of *Your* child is made; or
4. a newborn or newly adopted child. Coverage for such a child will begin on the date of birth for a biological child or the date of placement or the date *You* are party in a suit in which *You* seek the adoption of the child. Eligibility will continue unless the child is removed from placement; or
5. a child for whom *You* are not the custodial parent; or
6. a child for whom *You* have received a court or administrative order to maintain financial responsibility for providing health insurance.

Coverage for Children of Non-Custodial Parents

We will not deny enrollment of a child under the health plan of the child's parent on the grounds that the child:

1. was born out of wedlock;
2. is not claimed as a dependent on the parent's federal tax return; or
3. does not reside with the parent or in *Our* service area.

When a child has health coverage through an insurer of a noncustodial parent, *We* will:

1. provide such information to the custodial parent as may be necessary for the child to obtain benefits;
2. permit the custodial parent or the provider, with the custodial parent's approval, to submit claims for covered services without the approval of the noncustodial parent; and
3. make payments on claims submitted directly to the custodial parent, the provider or the state Medicaid agency.

Coverage for Children When Mandated by a Court or Administrative Order

When a parent is required by a court or administrative order to provide health coverage for a child and the parent is eligible for family health coverage, *We* will permit the parent to enroll, under the family coverage, a child who is otherwise eligible for the coverage without regard to any enrollment period restrictions.

If the parent is enrolled but fails to make application to obtain coverage for the child, *We* will enroll the child under family coverage upon application of the child's other parent, the state agency administering the Medicaid program or the state agency administering 42 U.S.C. sections 651 through 669, the child support enforcement program.

We will not:

1. disenroll or eliminate coverage of the child unless the insurer is provided satisfactory written evidence that:
 - a. the court of administrative order is no longer in effect; or
 - b. the child is or will be enrolled in comparable health coverage through another insurer that will take effect not later than the effective date of disenrollment.
2. impose requirements on a state agency that has been assigned the rights of an individual eligible for medical assistance under the Medicaid program and covered for health benefits that are different from requirements applicable to an agent or assignee of any other individual covered.

Doctor means a practitioner of the healing arts practicing within the scope of his or her license. A Doctor must be someone who is neither *You* nor a member of *Your* immediate family.

Employee means an *Actively at Work* full-time employee whose principal employment is with the *Policyholder*, at the *Policyholder*'s usual place of business or such place(s) that the *Policyholder*'s normal course of business may require, who is *Actively at Work* for the minimum hours per week as set forth in the Schedule of Benefits and is reported on the *Policyholder*'s records for Social Security and withholding tax purposes.

Gainful Occupation means any work or employment in which the insured *Employee*:

1. is or could reasonably become qualified, considering his or her education, training, experience, and mental or physical abilities;
2. could reasonably find work or employment, considering the demand in the national labor force; and

3. could earn (or reasonably expect to earn) a before-tax income at least equal to 60% of his or her Pre-disability Income.

Hospital Confined means that, upon the recommendation of a *Doctor*, *You* are registered as an inpatient in a hospital, nursing home or other medical facility which provides skilled medical care or as an outpatient in a hospital because of surgery. *You* are not *Hospital Confined* if *You* are receiving emergency treatment or if *You* are hospitalized solely because of non-surgical medical or diagnostic test.

Injury means bodily injury resulting directly from an Accident and independently of all other causes.

Insured means an *Employee* or *Eligible Dependent* covered under the Policy.

Male Pronoun whenever used includes the female.

Material and Substantial Duties means duties that are normally required for the performance of *Your Regular Occupation* and cannot be reasonably omitted or modified.

Policy means this contract between the *Policyholder* and Us including the attached *Application*, which provides group insurance benefits.

Policyholder means the person, firm, or institution to whom the *Policy* was issued. *Policyholder* also means any covered subsidiaries or affiliates set forth on the face of the *Policy*.

Proof under the Accelerated Death Benefit means evidence satisfactory to *Us* that *You* or *Your Dependent Spouse* have a *Terminal Condition*.

Regular Occupation means the occupation that *You* are routinely performing when *Your* life insurance terminates due to *Disability*. *We* will look at *Your* occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific *Policyholder* or at a specific location.

Sickness means illness, disease, pregnancy or complications of pregnancy.

Spouse means lawful *Spouse*.

Supplemental means coverage for which *You* pay 100% of the premium.

We, Our and Us means Dearborn Life Insurance Company, Chicago, Illinois.

You, Your and Yours means the eligible *Employee* to whom this Certificate is issued and whose insurance is in force under the terms of the Policy.

IMPORTANT NOTICE

To obtain information or make a complaint, You may contact Dearborn Life Insurance Company or the Office of Superintendent of Insurance Consumer Assistance Bureau at:

Dearborn Life Insurance Company
Regulatory Oversight and Compliance Department
701 E. 22nd Street, Suite 300
Lombard, IL 60148
Toll Free Number: 1-877-723-5697
Fax Number: 312-552-5375

State of New Mexico
Office of Superintendent of Insurance
Consumer Assistance Bureau
P O Box 1689
Santa Fe, NM 87504-1689
Toll Free Number: 1-855-427-5674
Direct Number: 505-827-4601
Fax Number: 505-827-4253
Web Site: www.OSI.state.nm.us

DEARBORN LIFE INSURANCE COMPANY
Chicago, Illinois

AMENDATORY RIDER

This Rider, effective January 1, 2016, is part of the Policy or Certificate to which it is attached. It is subject to all provisions of the Policy or Certificate not in conflict with the provisions of this Rider.

The *When does Your Contributory insurance become effective?* section of the Group Term Life Insurance Certificate is revised to:

Contributory means *You* pay all or a portion of the premium for this insurance coverage.

You may apply for *Supplemental* insurance coverage at any time. *Your* coverage will become effective as follows, provided *You* are *Actively at Work* on that date:

Your *Contributory* coverage for amounts up to the *Guarantee Issue Benefit Limit* will become effective on the latest of the following dates provided *You* are *Actively at Work* on that date:

1. If *You* enroll for coverage prior to the Policy effective date and *Evidence of Insurability* is not required, the Policy effective date;
2. If *You* enroll for coverage within 31 days of *Your* eligibility date, on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*;
3. If *You* do not enroll for *Supplemental* coverage within 31 days after *Your* eligibility date, *You* are considered a late applicant and must furnish *Evidence of Insurability* satisfactory to *Us* before coverage can become effective, unless *You* qualify because of a *Change in Family Status*.
 - a. Coverage for a late applicant will become effective on the date *We* determine that the *Evidence of Insurability* is satisfactory and *We* provide written notice of approval.
 - b. Coverage requested because of a *Change in Family Status* will become effective on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*.

Nothing contained in this Rider shall be held to alter or affect any provision or condition of your coverage other than as stated above.



President

DEARBORN LIFE INSURANCE COMPANY
Chicago, Illinois

AMENDATORY RIDER

This Rider, effective January 1, 2016, is part of the Policy or Certificate to which it is attached. It is subject to all provisions of the Policy or Certificate not in conflict with the provisions of this Rider.

When is Evidence of Insurability required?

Evidence of Insurability is required if:

1. *You* are a late applicant, which means *You* enroll for insurance more than 31 days after *Your* eligibility date or *You* were eligible to enroll under the *Prior Policy* and did not enroll before the expiration of the time allowed to enroll; or
2. *You* voluntarily canceled *Your* insurance and choose to reapply; or
3. *Your* coverage amount exceeds the Guarantee Issue Benefit Limit as set forth in the Schedule of Benefits; or
4. *You* apply to increase *Your* coverage amount during the Policy year; or
5. An increase to *Your Annual Earnings* results in an increase to *Your* Life Insurance benefit of more than \$50,000, and that amount exceeds the Guarantee Issue Benefit Limit.

Receipt of premium before *We* have approved *Evidence of Insurability* will not constitute acceptance and does not guarantee issuance of any benefit amount prior to *Our* approval.

6. *You* enroll for additional coverage that is greater than the next higher coverage option or more than once annually.

Nothing contained in this Rider shall be held to alter or affect any provision or condition of your coverage other than as stated above.



President

NOTICE OF PROTECTION PROVIDED BY NEW MEXICO LIFE INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the New Mexico Life Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under New Mexico 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 New Mexico law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

Life Insurance

\$300,000 in death benefits
\$100,000 in cash surrender or withdrawal values

Health Insurance

\$500,000 in hospital, medical and surgical insurance benefits
\$300,000 in disability income insurance benefits
\$300,000 in long-term care insurance benefits
\$100,000 in other types of health insurance benefits

Annuities

\$250,000 in present value of annuity benefits

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000 (\$500,000 for hospital, medical and surgical insurance policies).

Note to benefit plan trustees or other holders of unallocated annuities covered under the act: For unallocated annuities that fund certain government retirement plans, the limit is \$250,000 in present value of annuity benefits per plan participant. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contract holder, regardless of the number of contracts held or number of persons covered.

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 New Mexico law.

To learn more about the above protections, please visit the Association's website at www.nmlifega.org, or contact:

New Mexico Life Insurance
Guaranty Association
PO Box 2880
Santa Fe, NM 87504-2880
505-820-7355

Insurance Division
Public Regulation Commission
PO Box 1269
Santa Fe, NM 87504-1269
888-427-5772

Insurance companies and agents are not allowed by New Mexico law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and New Mexico law, then New Mexico law will control.

END OF CERTIFICATE

ATTACHMENT B

Administrative Office:
701 E. 22nd Street • Lombard, Illinois 60148

Certificate Of Completion

Envelope Id: 1321B1D8A6A849338620308774B97CB6

Status: Completed

Subject: Please DocuSign: AGR22-80_Dearborn Life Insurance Company DBA BCBS Final

Source Envelope:

Document Pages: 114

Signatures: 4

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jaime Kephart

AutoNav: Enabled

Stamps: 1

jaime.kephart@lacnm.us

Enveloped Stamping: Enabled

IP Address: 198.99.209.76

Time Zone: (UTC-07:00) Mountain Time (US &

Canada)

Record Tracking

Status: Original

Holder: Jaime Kephart

Location: DocuSign

10/5/2022 12:37:18 PM

jaime.kephart@lacnm.us

Signer Events**Signature****Timestamp**

Kathryn S. Thwaits



Sent: 10/5/2022 12:45:03 PM

katie.thwaits@lacnm.us

Viewed: 10/5/2022 12:45:56 PM

Deputy County Attorney

Signed: 10/5/2022 12:46:20 PM

Incorporated County of Los Alamos

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.99.209.76

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Steven Lynne



Sent: 10/5/2022 12:46:22 PM

steven.lynnne@lacnm.us

Viewed: 10/5/2022 12:47:24 PM

County Manager

Signed: 10/5/2022 12:47:48 PM

Los Alamos County

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.99.209.77

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Anna Sanchez



Sent: 10/5/2022 12:47:50 PM

anna.sanchez@lacnm.us

Viewed: 10/5/2022 3:34:35 PM

Signing Group: Clerks

Signed: 10/5/2022 3:35:02 PM

Security Level: Email, Account Authentication
(None)

1321B1D8A6A849338620308774B97CB6

Signature Adoption: Uploaded Signature Image

Using IP Address: 198.99.209.79

Electronic Record and Signature Disclosure:

Accepted: 10/6/2022 8:13:55 AM

Sent: 10/5/2022 12:47:50 PM

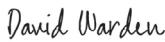
ID: fde761c8-ea08-4c93-ab37-39a16cc18d5b

Viewed: 10/5/2022 3:34:35 PM

Company Name: Inc. County of Los Alamos

Signed: 10/5/2022 3:35:02 PM

David Warden



Sent: 10/5/2022 3:35:05 PM

david_warden@mydearborngroup.com

Viewed: 10/5/2022 4:35:38 PM

Security Level: Email, Account Authentication
(None)

Signed: 10/5/2022 4:49:44 PM

Signature Adoption: Pre-selected Style

Using IP Address: 10.158.225.227

Electronic Record and Signature Disclosure:**ATTACHMENT B**

Signer Events	Signature	Timestamp
Accepted: 10/5/2022 4:35:38 PM ID: 1122ea7d-f285-4594-b99f-14f83ade546b Company Name: Incorporated County of Los Alamos		
Clerks clerks@lacnm.us Security Level: Email, Account Authentication (None)	Uploaded paper with hand signature	Sent: 10/5/2022 4:49:46 PM Viewed: 10/5/2022 5:06:38 PM Signed: 10/6/2022 8:30:18 AM
	Signature Adoption: Signed on Paper Using IP Address: 198.99.209.79	
Electronic Record and Signature Disclosure:		
Accepted: 10/5/2022 5:06:38 PM ID: 765398d1-d7a9-42b1-b7ab-d2853cc28a9e Company Name: Incorporated County of Los Alamos		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Tonja Shastid tonja_shastid@bcbstx.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/6/2022 8:30:22 AM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Melissa Salmon melissa.salmon@lacnm.us Legal Assistant II Incorporated County of Los Alamos Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/6/2022 8:30:22 AM Viewed: 10/6/2022 9:07:19 AM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Kat Brophy kat.brophy@lacnm.us Benefits and Pension Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/6/2022 8:30:22 AM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	10/5/2022 12:45:03 PM 10/5/2022 5:06:38 PM 10/6/2022 8:30:18 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/6/2022 8:30:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

AGREEMENT TO USE DOCUSIGN FOR ELECTRONIC SIGNATURES

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Los Alamos County (“County”) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, for this Electronic Record and Signature Disclosure (ERSD), and confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

Pursuant to the New Mexico Uniform Electronic Transactions Act, you hereby agree to conduct transactions with the County by electronic means through DocuSign. You agree that your electronic signature represents your intent to sign the electronic record and is the means by which you indicate an intent to bind yourself with the document in a manner that has legal significance; it constitutes legally-binding evidence of your intention with regard to the document. You further agree that your electronic signature as used through DocuSign is the legal equivalent of a handwritten signature. You confirm that you can access this information electronically, which will be similar to other electronic notices and disclosures that we may provide to you, that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, by selecting the check-box next to ‘I agree to use electronic records and signatures,’ you consent to receiving and signing documents as described herein; select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.