

**Fairfield Town and Public Schools**  
**July 1, 2018**



**DISCLAIMER**

**Sponsor:** Fairfield Town and Public Schools

**Policy Number(s):** SA3-810-531705-01

**Date Provided:** August 6, 2018

The following certificate(s) are a true copy of the certificate(s) issued under the policy(ies).

**LIBERTY LIFE ASSURANCE COMPANY OF BOSTON**

**Fairfield Town and Public Schools**



## CERTIFICATE OF COVERAGE

Liberty Life Assurance Company of Boston welcomes your employer as a client.

**Sponsor:** Fairfield Town and Public Schools

**Policy Number:** SA3-810-531705-01

**Effective Date:** July 1, 2018

When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Life Insurance certificate of coverage as long as you are eligible for insurance and remain insured.

A few words about this certificate of coverage...

It is written in plain English. A few terms and provisions are written as required by insurance law. **PLEASE READ IT CAREFULLY.** If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to Liberty. Liberty will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

Benefits as specified under this policy will be reduced upon receipt of an accelerated benefit. Receipt of an Accelerated Death Benefit may be taxable. You should consult your tax consultant or legal advisor before applying for an Accelerated Death Benefit.



**Senior Vice President, Liberty Mutual Benefits**

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## SECTION 1 - SCHEDULE OF BENEFITS

### ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

#### What is the Minimum Hourly Requirement?

Employees working a minimum of 35 regularly scheduled hours per week

#### What is the Classification of Covered Employees?

Class 10          All eligible Paraprofessional Employees

**Note:** This policy does not cover the following Employees: Temporary and Seasonal Employees and Employees who are not legal residents working in the United States.

#### What is the Eligibility Waiting Period?

1. If you are employed by the Sponsor on the plan effective date -  
None
2. If you begin employment for the Sponsor after the plan effective date -  
First of the month following 90 days of continuous, Active Employment

#### Are Employee Contributions Required?

Employee Basic Life Insurance Benefits:	No
Employee Basic Accidental Death and Dismemberment Insurance Benefits:	No
Dependent Basic Life Insurance Benefits:	No

**SECTION 1 - SCHEDULE OF BENEFITS**  
(Continued)

**LIFE INSURANCE**

**What is the Amount of Insurance Benefit?**

**Employee Basic Life Insurance**

\$30,000.00

**Dependent Basic Life Insurance:**

**SPOUSE**

Spouse:

\$25,000.00

**Note:** The amount of Dependent Life Insurance may not exceed 50.00% of the amount of Employee Life Insurance in force on you.



**SECTION 1 - SCHEDULE OF BENEFITS**  
(Continued)

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

**What is the Full Amount of Insurance Benefit?**

**Employee Basic Accidental Death and Dismemberment Insurance**

\$30,000.00

**SECTION 1 - SCHEDULE OF BENEFITS**  
(Continued)

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

**What is the Employee Seat Belt Benefit?**

Maximum Benefit Amount: 25.00% of Full Amount up to \$25,000.00

**What is the Employee Air Bag Benefit?**

Maximum Benefit Amount: 10.00% of Full Amount up to \$5,000.00

## **SECTION 1 - SCHEDULE OF BENEFITS**

(Continued)

### **What are the Evidence of Insurability Requirements?**

Any amounts of insurance in excess of the amount shown above that are due solely to salary increases are not subject to Evidence of Insurability.

## SECTION 2 - DEFINITIONS

In this section Liberty defines some basic terms needed to understand this plan. The male pronoun whenever used in this policy includes the female.

**"Active Employment"** means you must be actively at work for the Sponsor:

1. on a full-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
  - a. at the Sponsor's usual place of business; or
  - b. at a location to which the Sponsor's business requires you to travel.

You will be considered actively at work if you were actually at work on the day immediately preceding:

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

**"Administrative Office"** means Liberty Life Assurance Company of Boston, 9 Riverside Road, Weston, MA 02493.

**"Annual Earnings"** means your annual rate of earnings from the Sponsor. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

## SECTION 2 - DEFINITIONS

(Continued)

"**Confined**" means confinement in a hospital, skilled nursing facility or rehabilitation facility.

"**Covered Dependent**" means a Dependent whose coverage is in effect. It does not include a Dependent whose coverage has ended.

"**Covered Employee**" means a person in Active Employment insured under this policy.

"**Covered Person**" means an Employee in Active Employment or a Dependent insured under this policy.

"**Dependent**" means:

1. your lawful spouse, and
2. your unmarried children, who meet the age requirements shown in the Schedule of Benefits.

Dependent does not include a person who is an eligible Employee or a member of the armed forces.

## SECTION 2 - DEFINITIONS

(Continued)

"**Eligibility Date**" means the date you become eligible for insurance under this plan. Eligibility Requirements are shown in the Schedule of Benefits.

"**Eligibility Waiting Period**" means the continuous length of time you must be in Active Employment in an eligible class to reach your Eligibility Date.

"**Employee**" means a person in Active Employment with the Sponsor.

"**Enrollment Form**" is the document completed by you, if required, when enrolling for coverage. This form must be satisfactory to Liberty.

"**Evidence of Insurability**" means a statement of proof of the Covered Person's medical history upon which acceptance for insurance will be determined by Liberty.

## SECTION 2 - DEFINITIONS

(Continued)

**"Family and Medical Leave"** means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent or for your own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

## SECTION 2 - DEFINITIONS

(Continued)

**"Initial Enrollment Period"** means one of the following periods during which you may first enroll for coverage under this policy:

1. if you are eligible for insurance on the plan effective date, a period before the plan effective date set by the Sponsor and Liberty.
2. if you become eligible for insurance after the plan effective date, the period which ends 31 days after your Eligibility Date.

**"Injury"** means bodily impairment resulting directly from an accident and independently of all other causes.

**"Non-Medical Maximum"** means an amount of insurance on a Covered Person which is not subject to Evidence of Insurability. The Non-Medical Maximum amounts are shown in the Schedule of Benefits. Any amounts of insurance in excess of the Non-Medical Maximums are subject to Evidence of Insurability. Evidence of Insurability will be at your expense.

**"Physician"** means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the treatment is received and is practicing within the terms of his license.

It does not include you, any family member or domestic partner.



## SECTION 2 - DEFINITIONS

(Continued)

**"Proof"** means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by you or your beneficiary claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by the Covered Person's attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits;
4. a certified copy of a death certificate.

Proof must be submitted in a form or format satisfactory to Liberty.

**"Schedule of Benefits"** means the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, and Amount of Insurance Benefit.

**"Sickness"** means disease or illness including related conditions and recurrent symptoms of the sickness. Sickness also includes pregnancy.

**"Sponsor"** means the entity to whom this plan is issued.

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

### **What are the Eligibility Requirements for Employee and Dependent Insurance Benefits?**

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits.

### **What is your Eligibility Date for Insurance Benefits?**

#### **Employee Coverage:**

If you are in an eligible class you will qualify for insurance on the later of:

1. this plan's effective date; or
2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

#### **Dependent Coverage:**

If you are eligible for Employee coverage you will be eligible for Dependent coverage on the later of:

1. the date you are eligible for Employee coverage if on that date you have a Dependent; or
2. the date you acquire a Dependent if on that date you are eligible for Employee coverage.

If both parents are Employees, only one will be eligible for Dependent coverage with respect to their Dependent children.

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

### **What is Your Effective Date for Insurance?**

Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your application or enrollment for insurance is made with Liberty through the Sponsor in a form or format satisfactory to Liberty.

### **Employee Coverage:**

1. For non-contributory coverage not subject to Evidence of Insurability, you will be insured on your Eligibility Date.
2. For non-contributory coverage subject to Evidence of Insurability, you will be insured on the later of the date Liberty gives approval or your Eligibility Date.

Evidence of Insurability will be at your Expense.

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

### What is Your Effective Date of Insurance? (Continued)

#### Dependent Coverage:

1. For non-contributory coverage not subject to Evidence of Insurability, your Dependent will be insured on your Eligibility Date.
2. For non-contributory coverage subject to Evidence of Insurability, your Dependent will be insured on the later of the date Liberty gives approval or your Eligibility Date.

Evidence of Insurability will be at your Expense.

#### Increases or Decreases:

Any increase in or addition to coverage will take effect on the date of the change.

Any decrease in or deletion of coverage will take effect on the date of the change.

Any such change applies to loss of life or accidental Injury that occurs on or after the effective date of the change.

#### When will Your Effective Date for Employee Insurance be Delayed?

The effective date of any initial, increased or additional insurance will be delayed for an individual if you are not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date the individual returns to Active Employment.

#### When will Your Effective Date for Dependent Insurance be Delayed?

If a Covered Dependent is Confined on the date the increase or addition is to take effect, it will take effect when the confinement ends.

## SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

### What Happens to Your Coverage During a Family and Medical Leave?

Your coverage may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required premium is paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the date before said leave begins; and
4. continuation of coverage will cease immediately if any one of the following events should occur:
  - a. you return to work;
  - b. this plan terminates;
  - c. you are no longer in an eligible class;
  - d. nonpayment of premium when due by the Sponsor or you;
  - e. your employment terminates.

### What Happens During Lay-off?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are temporarily laid off.

Your coverage(s) will not continue beyond up to one month. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

### What Happens During Leave of Absence?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are granted an approved leave of absence.

Your coverage(s) will not continue beyond up to one months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

### What Happens During Leave of Absence Due to Disability?

The Sponsor may continue your coverage(s) by paying the required premiums, if you are granted an approved leave of absence due to a disability.

Your coverage(s) will not continue beyond a period of one year. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

## SECTION 4 - INSURANCE BENEFITS

### EMPLOYEE LIFE INSURANCE

#### Benefits

#### When is Your Life Insurance Benefit Payable?

When Liberty receives satisfactory Proof of your death, Liberty will pay the proceeds of the Life Insurance in force on your life under this plan. The benefit payable is shown in the Schedule of Benefits.

#### Conversion Privilege

#### What is the Conversion Privilege?

#### Conversion Privilege at Individual Termination or Reduction of Benefits:

If all or part of your coverage ends, you may convert the amount that ends to an individual Life Insurance policy. Conversion is subject to the following conditions:

1. within 31 days after coverage ends or is reduced, you must make written application to Liberty and pay the first premium payment.
2. the individual policy will be issued without Evidence of Insurability. It will contain Life Insurance benefits only. The policy will be one then being offered by Liberty. The premium due will be based on the premium schedule of Liberty's conversion policy that applies to your class of risk and age at the birthday nearest to the effective date of the individual policy.

The individual policy will be effective 31 days after your group coverage ends.

#### Conversion Privilege at Class or Plan Termination:

If coverage ends for all employees or for your class, you are entitled to a limited conversion privilege. You must have been covered for at least 5 years. You must apply for the individual policy in the same manner as described above. The amount you may convert is limited to the lesser of:

1. the amount you were covered for on the date the group coverage terminated less any group insurance you become eligible for within 31 days; or
2. \$10,000.

The individual policy will be effective 31 days after your group coverage ends.

#### Death Within the 31 Days Allowed for Conversion:

If you die within the 31 days allowed for conversion, Liberty will pay to your beneficiary the amount you were eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### EMPLOYEE LIFE INSURANCE (Continued)

#### Accelerated Death Benefit

##### What is the Accelerated Death Benefit?

**Note: Benefits as specified under this policy will be reduced upon receipt of an accelerated benefit. The receipt of an Accelerated Death Benefit may be taxable. You should consult your tax consultant or legal advisor before applying for an Accelerated Death Benefit.**

If, while insured under this plan, you give Liberty satisfactory Proof of having a Terminal Condition, you may receive a portion of your Life Insurance as an Accelerated Death Benefit. Such insurance will be paid one time to you in one lump sum.

The amount of Accelerated Death Benefit payable under this policy is limited to:

1. a minimum amount equal to the lesser of:
  - a. 25% of your Life Insurance that is in force on the date you apply for an Accelerated Death Benefit;
  - b. the lesser of 25.00% or \$10,000.00.
2. a maximum amount equal to the lesser of:
  - a. 75.00% of your Life Insurance that is in force on the date you apply for an Accelerated Death Benefit; or
  - b. \$500,000.00.

If the amount of your Life Insurance under this plan is scheduled to reduce within 12 months following the date you apply for the Accelerated Death Benefit, the benefit payable under this plan will be based on the reduced amount.

##### When Must You Apply for an Accelerated Death Benefit?

You must apply for an Accelerated Death Benefit. To apply, you must give Liberty:

1. documented certification, from a Physician, that you have a Terminal Condition, as defined by this plan;
2. a completed claims form.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### EMPLOYEE LIFE INSURANCE COVERAGE (Continued)

#### Accelerated Death Benefit (Continued)

#### When Must you Apply for an Accelerated Death Benefit? (Continued)

If you have assigned all or a portion of the Life Insurance under this policy or named an irrevocable beneficiary, you must also give Liberty a signed written consent form from the assignee or irrevocable beneficiary.

The Accelerated Death Benefit will be payable upon receipt of satisfactory Proof of a Terminal Condition; and signed written consent from an assignee or irrevocable beneficiary, if required.

With respect to this provision "**Terminal Condition**" means a condition:

1. which is expected to result in your death within 12 months; and
2. from which there is no reasonable prospect of recovery.

#### What is the Effect on Insurance?

The amount of your Life Insurance will be reduced by the amount paid as an Accelerated Death Benefit. Premiums, if any, for the remaining portion of your Life Insurance will be based on the amount of the remaining Life Insurance in effect after payment of the Accelerated Death Benefit. All other terms and provisions of this policy will apply to the remaining portion. Receipt of an Accelerated Death Benefit does not affect any Accidental Death or Dismemberment insurance benefit in force on your life.

#### What are the Exceptions for Accelerated Death Benefit?

No Accelerated Death Benefit will be paid if you have previously received an Accelerated Death Benefit under this plan or any other group plan held by the Sponsor.



## SECTION 4 - INSURANCE BENEFITS

(Continued)

### DEPENDENT LIFE INSURANCE

#### Benefits

#### When is Your Dependent Life Insurance Benefit Payable?

When Liberty receives satisfactory Proof of your Covered Dependent's death, Liberty will pay to you the amount in force on such Dependent's life under this plan. The Dependent Life Insurance benefit will be paid in one sum. It is shown in the Schedule of Benefits.

#### Conversion Privilege

#### What is the Conversion Privilege?

#### Conversion Privilege at Individual Termination or Reduction of Benefits:

If a Covered Dependent's coverage ends because:

1. of your death; or
2. your employment in an eligible class for Dependent Life Insurance ends,

your Covered Dependent spouse may convert Dependent Life Insurance to an individual policy. Within 31 days after coverage ends, your Covered Dependent spouse must make written application to Liberty and pay the first premium payment. The individual policy will contain Life Insurance benefits only. The policy will be one then being offered by Liberty. Evidence of Insurability will not be required.

#### Conversion Privilege at Class or Policy Termination:

If your Covered Dependent's coverage ends because:

1. coverage ends for all employees; or
2. coverage ends for all employees in your eligible class,

your Covered Dependent spouse is entitled to a limited conversion privilege. You must be entitled to convert to an individual policy in order for your Covered Dependent spouse to have this limited privilege. Conversion must be applied for in the same way as stated above. The amount your Covered Dependent spouse may convert is limited to the lesser of:

1. the amount your Covered Dependent spouse was covered for on the date coverage ended less any group insurance you become eligible for within 31 days; or
2. \$10,000.

The individual policy will become effective 31 days after your Covered Dependent spouse's coverage ends.

#### Death Within the 31 Days Allowed for Conversion:

Dependent Life Insurance is payable if your Covered Dependent spouse dies during this period. The amount payable is the amount your Covered Dependent spouse was entitled to convert. Such insurance will be paid under this plan. Any premium paid for an individual plan will be refunded.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### Benefits

#### When is Your Accidental Death and Dismemberment Insurance Benefit Payable?

Accidental Death and Dismemberment benefits are payable when you suffer a loss solely as the result of accidental Injury that occurs while covered. The loss must occur within 365 days after the date of the accident. The benefit payable is called the Full Amount. It is shown in the Schedule of Benefits.

<b>Loss Schedule:</b>	<b>Benefit Payable:</b>
Life	Full Amount
Both Hands or Both Feet	Full Amount
Sight of Both Eyes	Full Amount
One Hand and One Foot	Full Amount
One Hand and Sight of One Eye	Full Amount
One Foot and Sight of One Eye	Full Amount
Speech and Hearing in Both Ears	Full Amount
One Hand or One Foot	One-half Full Amount
Sight of One Eye	One-half Full Amount
Speech or Hearing in Both Ears	One-half Full Amount
Thumb and Index Finger of the Same Hand	One-quarter Full Amount
Quadriplegia	Full Amount
Paraplegia	Three-quarter Full Amount
Hemiplegia	One-half Full Amount
Monoplegia	One-half Full Amount

Payment is made for loss due to each accident without regard to loss resulting from any prior accident. In no event may the total amount payable for all losses due to any one accident exceed the Full Amount.

Loss of hands or feet means complete severance through or above the wrist or ankle joint.

Loss of sight, speech or hearing must be total and irrecoverable.

Loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist. This benefit is not payable if a benefit is payable for the loss of the same entire hand.

Quadriplegia means the total and permanent paralysis of both upper and lower limbs.

Paraplegia means the total and permanent paralysis of both lower limbs.

Hemiplegia means the total and permanent paralysis of the upper and lower limbs on one side of the body.

Monoplegia means the total and permanent paralysis of one arm or one leg.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### Benefits

##### When will a Seat Belt Benefit be Payable?

Liberty will pay an additional benefit if accidental death was caused by an Automobile accident while the Covered Person was driving or riding in an Automobile and the Covered Person was covered by this policy. The benefit is payable if the Covered Person was wearing a Seat Belt at the time of the accident. The benefit payable is shown in the Schedule of Benefits.

Liberty must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt. A copy of the police accident report should be submitted with the claim. If a copy of the police accident report is not available, or if it is unclear that the Covered Person was wearing a Seat Belt, Liberty will pay 10.00% of the maximum benefit as shown in the Schedule of Benefits.

No benefit will be paid if the Covered Person was the driver of the Automobile and did not hold a current valid driver's license.

##### When will an Air Bag Benefit be Payable?

Liberty will pay an additional benefit if accidental death was caused by an Automobile accident while the Covered Person was driving or riding in an Automobile and the Covered Person was covered by this policy. The benefit is payable if the Covered Person was wearing a Seat Belt at the time of the accident and was seated behind a properly installed Air Bag. The benefit payable is shown in the Schedule of Benefits.

Liberty must be given satisfactory written Proof that the Covered Person's death resulted from an Automobile accident while wearing a Seat Belt and the Automobile was equipped with an Air Bag directly in front of the Covered Person. A copy of the police accident report should be submitted with the claim.

No benefit will be paid if the Covered Person was the driver of the Automobile and did not hold a current valid driver's license.

With respect to this provision, "**Air Bag**" means the passive restraint device in an Automobile which inflates automatically upon collision to provide protection in Automobile accidents. The Air Bag must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer.

With respect to this provision, "**Automobile**" means a private passenger motor vehicle licensed for use on public highways.

With respect to this provision, "**Seat Belt**" means a combination lap and shoulder restraint system that must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer. A Seat Belt will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt does not include a shoulder restraint alone.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)

Benefits (Continued)

#### **When will a Exposure Benefit be Payable?**

Liberty will pay a benefit to the Covered Person or beneficiary in the event the Covered Person suffers a loss from exposure to the elements of nature by reason of a covered Injury. The benefit payable is shown on the Loss Schedule in the Accidental Death and Dismemberment provision.

#### **When will a Disappearance Benefit be Payable?**

Liberty will pay a benefit to the beneficiary in the event the body of the Covered Person is not found within 365 days after the disappearance, sinking or wrecking of a public conveyance in which the Covered Person was known to be a fare-paying Passenger. The Covered Person will be presumed to have died resulting from Injury caused by an accident. The benefit payable is equal to the Full Amount payable under Accidental Death and Dismemberment shown in the Schedule of Benefits.

With respect to this provision, "**Passenger**" is defined as an individual other than a pilot, operator or crew member who is riding in or on, boarding, or dismounting from a public conveyance.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### WAIVER OF PREMIUM FOR TOTAL DISABILITY

If you become Totally Disabled while insured under this plan you may be eligible for continued Life Insurance coverage without premium payment, provided that:

1. you become Totally Disabled while insured under this plan and before age 70;
2. within one year from the date you are no longer in Active Employment Liberty receives initial Proof that your Total Disability has continued for 6 months (initial Proof); and
3. during the three months before each anniversary of receipt of initial Proof, Liberty receives Proof of continuation of Total Disability.

In addition, Liberty, at its own expense, may request you to be examined by a Physician chosen by Liberty. After the benefit has been continued for two years under this provision, Liberty will not require an examination more than once a year.

When Proof of Total Disability has been approved, premiums will be waived beginning the later of:

1. the date Liberty gives approval; or
2. 6 months from the date you are no longer in Active Employment due to Total Disability.

Accidental Death and Dismemberment and Dependent coverage will be continued during your period of Total Disability subject to premium payments.

The Life Insurance benefit continued under this provision will be the amount in force on your life under this plan on the date you are no longer in Active Employment due to Total Disability, subject to any reductions provided by any part of this plan. The amount continued will not include any part of your Life Insurance that you converted to an individual policy unless you were Totally Disabled when you applied to convert and you return the converted policy to Liberty without claim other than for a refund of the premiums. The amount of continued coverage for Accidental Death and Dismemberment and Covered Dependents, subject to any reductions provided by any part of this plan, will be the amount in force at the beginning of your Total Disability.

If the Waiver of Premium provision has been denied, you may convert your Life Insurance benefit as provided in the Conversion Privilege.

Your continued Life Insurance coverage under this provision will end on the earliest of the date when:

1. you recover and cease to be Totally Disabled;
2. you return to Active Employment;
3. you refuse to have an examination by a Physician chosen by Liberty or fail to give satisfactory Proof of continuation of Total Disability;
4. 90 Days after the date Liberty mails you a request for additional Proof of loss, Liberty does not receive such Proof;
5. you reach age 70;
6. the date you begin receiving a benefit from a retirement or pension plan; or
7. the date the Sponsor classifies you as retired.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### WAIVER OF PREMIUM FOR TOTAL DISABILITY

If continued Life Insurance coverage under this provision ends or reduces, you may convert your Life Insurance benefit as provided in the Conversion Privilege. Dependent coverage may be converted as allowed within this plan.

If you die within one year from the date you are no longer in Active Employment due to Total Disability, Liberty will pay the Life Insurance benefit provided satisfactory Proof of continuous Total Disability until death is given to Liberty within one year after death.

If this plan terminates before you have received approval of waiver of premium, you are eligible to convert to an individual policy until such approval has been received. If this plan terminates after approval for waiver of premium, coverage will continue as if this plan continued to be in force.

With respect to this provision, "**Total Disability**" or "**Totally Disabled**" means the complete inability, as a result of Injury or Sickness, to perform the Material and Substantial Duties of Any Occupation.

With respect to this provision, "**Material and Substantial Duties**" means responsibilities that are normally required to perform Any Occupation, and cannot be reasonably eliminated or modified.

With respect to this provision, "**Any Occupation**" means any occupation that you are or become reasonably fitted by training, education, experience, age, physical and mental capacity.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### EMPLOYEE LIFE INSURANCE COVERAGE

#### PORTABLE GROUP TERM LIFE INSURANCE

If all of your coverage ends, you may be eligible to continue all or a part of the amount that ends, less any amount converted to an individual policy as provided in the Conversion Privilege and subject to any minimum and maximum amounts specified in this provision, as portable group term Life Insurance. The coverage must end because you are no longer in an eligible class or are no longer in Active Employment, other than by retirement, as determined in the Sponsor's records. Portable group term Life Insurance is not available if coverage ends because this plan terminates.

If you are eligible for portable group term Life Insurance, you may also elect portable group term Life Insurance on your Covered Dependent spouse whose coverage under this policy also ends when your coverage ends.

You and your Covered Dependent spouse are eligible for portable group term Life Insurance if:

1. you are under age 70;
2. you are a citizen of the United States or Canada;
3. you are not a full-time member of the armed forces of any country; and
4. no group Life Insurance under this plan will be continued on a premium paying or waiver of premium basis.

To apply for portable group term Life Insurance, you must, within 31 days of the date you cease to be eligible for coverage under this plan:

1. complete the application for portable group term Life Insurance; and
2. send the application, along with the first premium payment, to Liberty at the address shown on the application.

If you and your Covered Dependent spouse are applying for coverage and are not required to provide Evidence of Insurability, your portable group term Life Insurance will be effective at 12:01 A.M. Standard Time on the day after coverage under this plan ends.

## SECTION 4 - INSURANCE BENEFITS

(Continued)

### EMPLOYEE LIFE INSURANCE COVERAGE

(Continued)

### PORTABLE GROUP TERM LIFE INSURANCE (Continued)

Portable group term Life Insurance will contain only term Life Insurance. It will be issued without Evidence of Insurability. The plan available will be one then being offered by Liberty as portable group term Life Insurance. The premium due will be based on Liberty's then current rate for such plans that apply to your and your Covered Dependent spouse's class of risk and age at birthday nearest to the effective date of portable group term Life Insurance.

The amount of portable group term Life Insurance you may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
  - a. the amount of insurance that terminated under this policy; or
  - b. \$500,000.00.
2. the minimum amount on a former Covered Person is \$10,000.00.

The amount of portable group term Life Insurance a Covered Dependent spouse may apply for is subject to the following limits:

1. the maximum amount is equal to the lesser of:
  - a. the amount of insurance that terminated under this policy; or
  - b. \$500,000.00.
2. the minimum amount on a former Covered Person is \$5,000.00.

This amount is subject to any reductions due to age that may be contained in the portable group term Life Insurance policy. The amount of portable group term Life Insurance may be decreased at any time. However, once elected, the amount of portable group term Life Insurance may not be increased.



## SECTION 5 - EXCLUSIONS

### LIFE INSURANCE EXCLUSIONS

No benefits are payable for any loss for death that results from, is contributed to or caused by:

1. suicide, committed while sane or insane, occurring within 24 months after the Covered Person's initial effective date of insurance with the Sponsor; and
2. suicide, committed while sane or insane, occurring within 24 months after the date any additional insurance elected by the Covered Person becomes effective under this Plan.

The suicide exclusion will apply to any amounts of insurance for which the Covered Person pays all or part of the premium.

The suicide exclusion will also apply to any amount that is subject to Evidence of Insurability Liberty approved.

## SECTION 5 - EXCLUSIONS (Continued)

### ACCIDENTAL DEATH AND DISMEMBERMENT EXCLUSIONS

No benefits are payable for any loss that is contributed to or caused by:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane
3. suicide, or suicide attempt, while sane or insane;
4. active Participation in a Riot;
5. committing or attempting to commit a felony or misdemeanor;
6. disease, bodily or mental illness (or medical or surgical treatment thereof);
7. infections, except septic infections of and through a visible wound;
8. controlled substances (as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments) that are voluntarily taken, ingested or injected, unless as prescribed or administered by a Physician;
9. serving full-time active duty in the Armed Forces of any country or international authority;
10. boarding, leaving or being in or on any kind of aircraft. However, this exclusion will not apply if the Covered Person is a fare paying passenger on a commercial aircraft or traveling as a passenger in any aircraft that is owned or leased by or on behalf of the Sponsor; or
11. the presence of alcohol in the Covered Person's blood which raises a presumption that the Covered Person was under the influence of alcohol and contributed to the cause of the accident. The blood alcohol level is governed by the jurisdiction of the state in which the accident occurred; or
12. hazardous sports, including but not limited to, motor sports (land or water), mountain climbing, skydiving, parachuting, bungee jumping, hang gliding and scuba diving

No benefit will be payable for any loss suffered as a result of Accidental Injury during any period of incarceration.

With respect to this provision, "**Participation**" shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and fire fighters.

With respect to this provision, "**Riot**" shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

## SECTION 6 - TERMINATION PROVISIONS

### Termination of a Covered Person's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

1. the date this policy terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the date employment (status as an active Employee) or eligibility ends for any reason; or
5. the date you cease to be in Active Employment due to a labor dispute, including any strike, work slowdown, or lockout.

Liberty reserves the right to review and terminate all classes insured under this policy if any class(es) cease(s) to be covered.

Upon cancellation or discontinuation of life insurance, the Sponsor will provide the Covered Employee with written notice of such termination. The notice shall be mailed or delivered to the insured employee not less than 15 days preceding the effective date of cancellation or discontinuation.

## SECTION 7 - GENERAL PROVISIONS

### What is the Appeal Procedure?

Liberty will notify in writing any Covered Person or beneficiary whose claim is denied in whole or part. That written notice will explain the reasons for denial. If the claimant does not agree with the reasons given, he may request an appeal of the claim. To do so, the claimant should;

1. write to Liberty within 60 days after the notice of denial was received;
2. state why he believes the claim was improperly denied;
3. include any data, questions or comments that the claimant thinks are appropriate.

Unless Liberty requests additional material in a timely fashion, the claimant will be advised of Liberty's decision within 60 days after the letter is received. This does not preclude the Covered Person from seeking recourse from the state insurance department.

### Is Assignment Allowed?

The coverage under this plan is not assignable by the Sponsor without Liberty's written consent. You may assign all of your present and future right, title, interest, and incidents of ownership of:

1. any Life Insurance;
2. any disability provision of Life Insurance; and
3. any Accidental Death and Dismemberment Insurance under this policy.

Such assignment will include, but is not limited to, the rights:

1. to make any contribution required to keep the coverage in force;
2. to exercise any conversion privilege; and
3. to change the beneficiary.

### Why Must You Name a Beneficiary?

You must name a beneficiary to whom the insurance benefits under this policy are payable. If more than one beneficiary is named and if their interests are not specified, any surviving Beneficiaries will share equally. For any Dependent Life Insurance, you are automatically designated as the beneficiary.

If, at the time of your death, there is no named or surviving beneficiary, Liberty will pay the benefits to the executor or administrator of your estate. Liberty may, at its option, pay the benefits to a surviving relative in the following order: spouse, child, parent, sibling. Such payment will release Liberty of all further liability to the extent of payment.

You may change your beneficiary at any time by written request. Liberty or the Sponsor will provide a form for that purpose. Any change of beneficiary will take effect when the Sponsor receives the written request whether or not you are alive at that time. Such change will relate back to the date of the request. Any change of beneficiary will not apply to any payment made before the request was received by the Sponsor.

### How will Liberty Conform with State Statutes?

Any provision of this policy which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this policy is hereby amended to conform to the minimum requirements of such statute.

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **What are Liberty's Examination Rights?**

Liberty, at its own expense, has the right and opportunity to have a Covered Person, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Liberty. This right may be used as often as reasonably required. Liberty may also require an autopsy unless prohibited by law.

### **Who are Claims Paid To?**

If a beneficiary or Covered Person is a minor or is physically or mentally incapable of giving a valid release for payment, Liberty, at its option, may make payment not to exceed \$2,000.00 to a party who appears to have assumed responsibility for the care and support of such person. Liberty will only make such payment until claim is made by a guardian of the estate of the beneficiary or the Covered Person. Such payment will release Liberty of all further liability to the extent of payment.

### **When May This Plan be Contested?**

This plan will not be contested, except for nonpayment of premium, after it has been in force for two years from the date of issue. The coverage of any Covered Person may be contested within two years of such coverage. Any increase in coverage may be contested within two years of the increase in coverage. The coverage on any Covered Person may be contested at any time for nonpayment of premium.

Any statements in any application will be deemed representations and not warranties. No representation made by:

1. the Sponsor in applying for this plan will make it void unless the representation is contained in the Sponsor's signed application and it is within two years of the date of issue; or
2. any Covered Person in enrolling for insurance under this plan will be used to reduce or deny a claim unless the representation is contained in an application signed by him and such coverage has been in force less than two years and such application is given to him or his beneficiary.

### **Who has the Authority for Interpretation of this Plan?**

Liberty shall possess the authority, in its sole discretion, to construe the terms of this plan and to determine benefit eligibility hereunder. Liberty's decisions regarding construction of the terms of this plan and benefit eligibility shall be conclusive and binding.

### **When can Legal Proceedings Begin?**

A claimant or the claimant's authorized representative cannot start any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than one year after the time Proof of claim is required.

Legal actions are contingent upon first having followed the claims and appeals procedure outlined in this plan to the extent allowed by law.

## SECTION 7 - GENERAL PROVISIONS

(Continued)

### **What Happens if Your Age is Misstated?**

If a Covered Person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon the Covered Person's age, the amount of the benefit will be the amount the Covered Person would have been entitled to if his correct age were known.

A refund of premium will not be made for a period more than 12 months before the date Liberty is advised of the error.

### **When Must Liberty be Notified of a Claim?**

- a. Notice of claim must be given to Liberty within 30 days of the date of the loss on which the claim is based. If that is not possible, Liberty must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Liberty.
- b. When written notice of claim is applicable and has been received by Liberty, the Covered Person will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, the Covered Person can send to Liberty written Proof of claim without waiting for the forms.

### **When Must Liberty Receive Proof of Claim?**

- a. Satisfactory Proof of loss must be given to Liberty no later than 30 days after the date of loss.
- b. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.

Liberty reserves the right to determine if the Covered Person's Proof of loss is satisfactory.

### **What are the Optional Methods of Settlement?**

Benefits are usually payable in one sum. However, the Covered Person may elect in writing to have the proceeds paid through an installment program offered by Liberty. If the Covered Person makes no such election, his beneficiary may do so at the Covered Person's death.

Any installments remaining after the death of the payee will be paid as directed in the election of this option. Such direction is subject to the approval of Liberty.

### **What is the Liberty Security Account?**

If the benefits to be paid total more than \$10,000, a beneficiary may elect to have the proceeds deposited into a Liberty Security Account. The Liberty Security Account is an interest-bearing checking account, that is fully guaranteed by Liberty, and the beneficiary may draw on the entire sum of the proceeds at any time. If the Liberty Security Account is not elected, benefits may be paid in one sum.

### **When are Benefits Payable?**

All benefits are payable when Liberty receives written satisfactory Proof of loss. Benefits for loss of life of the Covered Employee are paid to the beneficiary. Benefits for loss of life of your Covered Dependent are paid to you. Benefits for other losses are paid to you.

## **SECTION 7 - GENERAL PROVISIONS**

(Continued)

### **What are Liberty's Rights of Recovery?**

Liberty has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. any error made by Liberty in processing a claim; or
2. any error made in the eligibility or administration of this plan by the Sponsor.

Liberty may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan; or
3. taking any appropriate collection activity available including any legal action needed.

It is required that full reimbursement be made to Liberty.

### **How does the Plan Affect Workers' Compensation?**

This Plan and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.