



## **Chittenden Central School District**

### **Your Group Life and Accidental Death and Dismemberment Plan**

Identification No. 00500703.004

Underwritten by Unum Life Insurance Company of America

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**TABLE OF CONTENTS**

CERTIFICATE OF COVERAGE . . . . . 1

PLAN OUTLINE . . . . . 2

TERMS YOU OUGHT TO KNOW . . . . . 5

ENROLLMENT AND THE DATE INSURANCE STARTS . . . . . 7

LIFE INSURANCE . . . . . 10

LIFE DISABILITY BENEFIT FOR YOU . . . . . 10

LIFE INSURANCE CONVERSION RIGHTS . . . . . 11

LIFE INSURANCE INCONTESTABILITY FOR YOU . . . . . 12

ACCIDENTAL DEATH AND DISMEMBERMENT  
BENEFITS FOR YOU . . . . . 13

BENEFICIARY DESIGNATION  
(FOR DEATH BENEFITS UNDER LIFE AND  
ACCIDENTAL DEATH AND DISMEMBERMENT) . . . . . 14

ASSIGNABILITY RIGHTS  
(LIFE INSURANCE AND ACCIDENTAL DEATH AND  
DISMEMBERMENT BENEFITS) . . . . . 15

SOME GENERAL INFORMATION TO KNOW . . . . . 16

## CERTIFICATE OF COVERAGE

The Unum Life Insurance Company of America (referred to as "we," "our" and "us") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for this insurance, become insured and remain insured. Keep it in a safe place.

Your Confirmation of Benefit Elections is part of this certificate. Refer to it to determine those benefits that apply to you.

A few words about this certificate .....

We have written it in plain English. But a few terms and provisions are written as required by insurance law. You will want to 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 your Representative in our Home Office in Portland, Maine. We 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. You may examine the policy at the Insurance Administrator's office. Your coverage may be terminated or modified in whole or in part at certain times under the terms and provisions of the policy.



President

**PLAN OUTLINE**

**SCHEDULE**

**Life and Accidental Death and Dismemberment (AD&D) Benefits For You**

- Description of Eligible Classes

Westford Principal

- Amounts of Insurance

You will automatically be enrolled for the Basic Benefits, but you may also choose to enroll in any one option listed under the Additional Benefits.

All amounts are rounded to the next higher \$1,000, if not already a multiple thereof.

**Basic Benefits:**

<b>Life Amount</b>	<b>AD&amp;D (Full Amount)</b>
2.5x annual earnings	AD&D amount is equal to your Basic Life Amount

**Additional Benefits:**

	<b>Life Amount</b>	<b>AD&amp;D (Full Amount) For All Options:</b>
Option A	1x annual earnings	AD&D Amount is equal to your Life Amount.
Option B	2x annual earnings	
Option C	2.5x annual earnings	

**NOTE:** The Additional Benefits options may not be available to you because your options are subject to the No Evidence Limit and the Overall Maximum shown below.

If you are age 70 or older at the initial enrollment period, your coverage will be 65% of the amounts of insurance you choose (Basic and Additional Benefits combined), subject to changes in earnings.

If you are age 75 or older at the initial enrollment period, your coverage will be 50% of the amounts of insurance you choose (Basic and Additional Benefits combined), subject to changes in earnings.

- Life Insurance (Basic and Additional Benefits combined):

No Evidence Limit: \$250,000  
Overall Maximum: \$500,000  
(Basic & Additional Benefits Combined)

Reduction Formula: The pre-age 70 amounts as shown in the schedule reduce to 65% at age 70; and further reduce to 50% at age 75

Evidence of insurability satisfactory to the Insurance Company is required for the amount of the employee's life insurance (Basic and Additional Benefits combined) which:

- a.) is over \$250,000; or
- b.) exceeds 3.5x annual earnings.

- AD&D Benefits - (Basic and Additional Benefits combined):  
Overall Maximum: \$500,000  
(Basic & Additional Benefits Combined)

Reduction Formula: The pre-age 70 amounts as shown in the schedule reduce to 65% at age 70; and further reduce to 50% at age 75

## GENERAL INFORMATION

**Minimum Requirement for Active Employment:** 30 hours per week

### **Waiting Period:**

- If you are in an eligible class on or before the policy effective date: None
- If you enter an eligible class after the policy effective date: First of the month coinciding with or next following date of active employment.

You must be in continuous active employment in an eligible class during the specified waiting period.

### **Definition of Earnings:**

- "Earnings" means only that annual, monthly, bi-weekly, or weekly pay, as the case may be, received by you from your employer excluding commissions, bonuses, overtime pay or other additional compensation.

### **Changes Effective:**

Refer to: ENROLLMENT AND THE DATE  
INSURANCE STARTS

### **Continuation of Your Insurance During Absences:**

<b>Type of Absence</b>	<b>Time Limit</b>
Injury or Sickness	For the absence up to your retirement date. But your life insurance will automatically terminate at the end of 15 months if you have met the requirements described in "How do you qualify for the life disability benefit" except that you have not submitted the first proof within that 15 month period.
Temporary Layoff or Leave of Absence	To the end of the policy month following the policy month in which the layoff or leave of absence begins.

### **Contributions:**

Who pays for the plan?

You and your employer pay for the plan.

**NOTE:** Coverages for which contributions are required apply only if proper enrollment is made and the required contributions are made.

### **Discretionary Authority:**

In making any benefits determination under the Policy, we shall have the discretionary authority both to determine your eligibility for benefits and to construe the terms of the Policy.

## TERMS YOU OUGHT TO KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows.

- "Accidental bodily injury" means bodily harm caused solely by external, violent and accidental means and not contributed to by any other cause.
- "Active employment" means you must be working:
  1. for your employer on a permanent full-time basis and paid regular earnings;
  2. at least the minimum number of hours shown in the Plan Outline; and either
  3. at your employer's usual place of business; or
  4. at a location to which your employer's business requires you to travel.
- "Annual enrollment period" means a period before each policy anniversary date so designated by your employer and us.
- "Beneficiary" means the person or persons designated by you to receive the benefits of your life insurance and accidental death benefits upon your death.
- "Change in Status" means, a change in status as defined in the regulations under the Internal Revenue Code section 125, unless your Employer's cafeteria plan document or human resource policy contains more restrictive provisions. In that event, your Employer may restrict the situations where you can change your coverage.
- "Confirmation of Benefit Elections" means a written statement prepared by us for you setting forth a summary of:
  1. the persons for whom you have selected coverage; and
  2. the insurance benefits and coverage options which you have selected for yourself.
- "Employee" means a person in active employment with the employer.
- "Employer" means the Policyholder and includes any division, any subsidiary or any affiliated company named in the policy.
- "Enrollment period" means the initial enrollment period or any annual enrollment period.
- "Evidence of insurability" means a statement or proof of a person's medical history upon which acceptance for insurance will be determined by us.
- "Home office" means the UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.
- "Initial enrollment period" means one of the following periods during which you may first make written application for coverage under the policy:
  1. if you are eligible for insurance on the policy effective date, a period before the policy effective date so designated by your employer and us.
  2. if you become eligible for insurance after the policy effective date, the period which ends 31 days after your date of eligibility.
- Male pronoun whenever used includes the female.
- "No-evidence limit" is the maximum amount of life insurance shown in the Plan Outline which is available without evidence of insurability.
- "Occupational" means arising out of, or in the course of, any employment for pay or profit.
- "Physician" means a person who is:
  1. operating within the scope of his license; and either
  2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
  3. legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It does not include a claimant or his spouse, daughter, son, father, mother, sister or brother.

- "Retirement date" means the first of the following to occur:
  1. the effective date of your retirement benefits under:
    - a. any plan of a federal, a state, a county, a municipal or an association retirement system for which you are eligible as a result of employment with your employer;

- b. any plan your employer sponsors; or
- c. any plan for which your employer:
  - i. makes contributions; or
  - ii. has made contributions.
- 2. the effective date of your retirement benefits under the United States Social Security Act or any similar plan or act.  
But if you are in active employment and receiving retirement benefits under the United States Social Security Act or any similar plan or act you will not be considered retired.
- "Total disability" and "totally disabled" mean that, as a result of sickness or injury you are unable to perform each of the material duties of any gainful occupation for which you are reasonably fitted by training, education or experience.
- "Waiting period", as described in the Plan Outline, means the continuous length of time immediately before your eligibility date during which you must be in an eligible class.
- "You" means you, the employee.

## **ENROLLMENT AND THE DATE INSURANCE STARTS**

### **When can you enroll?**

You can enroll if you:

1. are in active employment with your employer; and
2. are in an employee class that is eligible for insurance.

You may decrease your Additional Benefits at any time but you may only enroll or increase your coverage during an enrollment period or because of a change in status.

### **What is your date of eligibility?**

You will be eligible for insurance on the later of these dates:

1. the policy effective date, if you have completed the waiting period; or
2. the day after you complete the waiting period.

### **What happens during the initial enrollment period?**

During the initial enrollment period you will automatically be enrolled in the Basic Benefits, but you may also choose to enroll in any one option listed under the Additional Benefits shown in the Plan Outline.

If you do not choose to enroll in the Additional Benefits during your initial enrollment period you may not apply until:

1. the next annual enrollment period; or
2. you have a change in status.

### **What happens during an annual enrollment period?**

During each annual enrollment period, you may choose one of the following for the next policy year:

1. to enroll in Additional Benefits with evidence of insurability satisfactory to us if you terminated your Additional Benefits during a previous policy year;
2. a decrease in coverage;
3. an increase in your life coverage to any level with evidence of insurability satisfactory to us;
4. an increase in your accidental death and dismemberment coverage to an amount equal to your life coverage; or
5. the same level of coverage.

Any amount of insurance for which evidence of insurability is required will be effective on the date we give our approval.

### **What happens if you do not apply during an annual enrollment period?**

If you fail to apply during any annual enrollment period:

1. you will continue to be insured for the same option during the next policy year; and
2. no increase in that coverage can be made during the next policy year except when you have a change in status.

### **What happens if you have a change in status?**

When you have a change in status, you may choose one of the following:

1. to enroll in Additional Benefits with evidence of insurability satisfactory to us if you terminated your Additional Benefits during a previous policy year;
2. a decrease in coverage;
3. an increase in your life coverage to any level with evidence of insurability satisfactory to us;
4. an increase in your accidental death and dismemberment coverage to an amount equal to your life coverage; or
5. the same level of coverage.

Any amount of insurance for which evidence of insurability is required will be effective on the date we give our approval.

You must apply for the change in coverage within 31 days of the date of the change in status. Such changes must be on account of and consistent with the reason that the change was permitted. A change is consistent with a change in status only if the change is necessary or appropriate as the result of the change in status.

### **When do you have to submit evidence of insurability?**

Evidence of Insurability must be submitted to us for approval with any written application for insurance if:

1. a person was previously declined by us;
2. you select an amount of life insurance that exceeds the No Evidence Limit shown in the Plan Outline;
3. you select an amount of life insurance (Basic and Additional Benefits combined) that exceeds 3.5x your annual earnings;
4. at an annual enrollment period or following a change in status, you:
  - a. receive an increase in earnings that exceeds the No Evidence Limit shown in the Plan Outline;
  - b. enroll for Additional Benefits if you terminated your Additional Benefits during a previous policy year; or
  - c. apply for an increase in the amount of your life insurance.

### **What happens if your employment terminates and you are later rehired by your employer within the same policy year?**

If you are rehired by your employer within the same policy year that your employment terminated:

1. you will be insured for the same coverage that was in effect for you on the date your employment terminated; and
2. no increase in the coverage may be made during the rest of that policy year, except when you have a change in status.

### **When does insurance start for you?**

Insurance will start at 12:01 a.m. on the day determined as follows, but only if your request for insurance is: (1) made with us through your employer; and (2) on a form satisfactory to us.

When you enroll during your initial enrollment period you will be insured for Basic Benefits on your date of eligibility.

If you choose any Additional Benefits option you will be insured on the later of these dates:

1. your date of eligibility if you apply before that date; or

2. the date you apply if you do it on or before the 31st day after your date of eligibility.

If you do not apply for any Additional Benefits option on or before the 31st day after your date of eligibility you may not increase your benefits until the next annual enrollment period or following a change in status.

When you enroll during any annual enrollment period, you will be insured for the selected coverage on the later of the following dates:

1. the first day of the next policy year; or
2. the date we give our approval if evidence of insurability is required.

When you change your coverage because of a change in status, you will be insured for the selected coverage on the latest of the following dates, provided you apply on or before the 31st day after the change in status:

1. the date of the change in status;
2. the date you apply for the change in coverage; or
3. the date we give our approval if evidence of insurability is required.

**When do increases in the amount of insurance due to a change in earnings become effective?**

1. For amounts equal to or less than the No Evidence Limit: Immediately
2. For amounts more than the No Evidence Limit: The date evidence of insurability is approved by us.

**Please note this exception.**

The effective date of any initial, increased or additional insurance will be delayed if you are not in active employment because of an injury, a sickness, a temporary layoff or a leave of absence on the date that insurance would otherwise be effective. That insurance for you will start on the date you return to active employment.

## **LIFE INSURANCE**

### **What is your death benefit?**

If you die, the life insurance amount shown in the Plan Outline for your class will be paid in a lump sum to your beneficiary. You can elect to have your death benefit paid using one of the other arrangements we provide. But proof of death as required must be given to us before your death benefit will be paid.

Part of your life insurance amount may exceed the no-evidence limit. This is excess life insurance. But the maximum excess life amount that you can have is the difference between the overall maximum life amount and the no-evidence limit shown in your Plan Outline. Also, if you are already insured for an excess life amount you may become entitled to an increase. In either case, you must submit an application and evidence of insurability to us for approval. The initial excess life amount or any increase will be effective on the date evidence of insurability is approved. Acceptance may be in a class of risk that requires a higher rate for the excess life amount than the established premium rate.

All other provisions which pertain to your life insurance will apply to your excess life amount except:

1. your excess life amount or your increase will not be payable if your death is due to suicide committed within 2 years of either effective date.
2. your excess life amount will terminate on your retirement date even if your other life amounts are continued.
3. the life disability benefit will not apply to your excess life amount if acceptance is in a class of risk that requires a higher rate.

## **LIFE DISABILITY BENEFIT FOR YOU**

**How do you qualify for the life disability benefit?** (Excess Life amounts that require higher rates and Accidental Death and Dismemberment Benefits are not included.)

The life disability benefit is an extension of your life insurance during total disability if you qualify.

To qualify:

1. you must become totally disabled while you are insured and before you reach age 60;
2. you must be continuously totally disabled for at least 9 months;
3. you or a person acting for you must notify us of your total disability within 1 year from the date your total disability started; and
4. you or a person acting for you must give us proof of your continuous total disability. The first proof must be given to us between the 9th and 12th month after the date your total disability started. Continuing proof of total disability must be given as we may require, at regular intervals. But after two years, we will not require proof more often than once a year.

If it is not possible to give us notice or proof of your total disability within these time limits, it must be given as soon as reasonably possible. But it may not be given more than 3 months later than the time either the notice or proof is otherwise required.

### **When do premium payments end?**

Once proof of your total disability is approved by us, your life insurance will remain in force without premium payments until your life disability benefit ceases under the termination provisions below.

**What is the life amount we keep in force while you are on the life disability benefit?**

The life amount we keep in force for you is that amount in effect on your last day of active employment excluding excess life amounts that require higher rates. But all reductions and termination provisions in effect on your last day of active employment will still apply to that continued amount.

**When does your life disability benefit terminate?**

Your life disability benefit will terminate on the earliest of these dates.

1. The date you are no longer totally disabled.
2. The date you fail to give us continuing proof of your total disability.
3. The date you refuse to be examined as required.
4. Your retirement date.

**What happens if you die within 1 year before giving us the first proof?**

If you die within 1 year of the date your total disability started without giving us the first proof, your death benefit will still be paid to your beneficiary. But we must first receive proof of your:

1. continuous total disability from your last day of active employment to the date of your death; and
2. death as explained in the proof of claim provisions.

**LIFE INSURANCE CONVERSION RIGHTS**

**What are the life insurance conversion rights that apply to you only?**

You have the right to convert to a personal life policy the amount of your life insurance which terminates or reduces because you:

1. end employment;
2. change job status and so become ineligible;
3. retire;
4. reach a specified age; or
5. change employee class.

Your personal life policy amount can be equal to or less than the amount that terminated.

You also have the right to convert to a personal life policy the amount of any life insurance which terminates because:

- a. the life insurance is terminated for your insurance class; or
  - b. the group policy is amended to exclude life insurance or is terminated.
- But in both cases you must have been continuously insured under the group policy for at least 5 consecutive years just before that termination.

The maximum life amount that may be converted is the smaller of:

- i. the terminated life amount less any life amount for which you are or become eligible under any other group policy within 31 days after that termination; or
- ii. \$2,000.

**What are the notice of life insurance conversion rights that apply to your employer?**

Your employer must notify you of your life insurance conversion rights. That notice must be given to you within 15 days from the date your life insurance terminates. If your employer does not notify you within those 15 days but less than 60 days from the date your life insurance terminates, your life insurance conversion rights are extended 15 days from the date you are notified. But if your employer does not notify you within those 60 days, the time allowed to exercise your life insurance conversion rights expires at the end of those 60 days.

**How do you apply for a personal life policy?**

To apply, you must complete an application. That application along with the first premium payment must be sent to us. It must be done within 31 days from the date the life insurance terminated. No evidence of insurability is needed.

For complete details, contact the Insurance Administrator at your work location.

**What happens to your personal life policy when we approve your claim for the life disability benefit?**

If your personal life policy becomes effective and you later become approved for the life disability benefit, you:

1. must return that personal life policy;
2. will not receive any benefits under that personal life policy; and
3. will receive a premium refund for that personal life policy.

**What is the death benefit during the 31 day conversion period?**

If you die during the 31 day conversion period, we will pay a death benefit. The death benefit will:

1. be paid under the group policy and not under the personal life policy; and
2. equal the maximum life amount which you might have otherwise converted.

The personal life policy must be returned to us without claim, except for a premium refund.

**LIFE INSURANCE INCONTESTABILITY FOR YOU**

**What are the conditions for contesting the validity of any life insurance?**

No statements made by you while applying for life insurance will be used to contest the validity of that insurance:

1. after that insurance has been continuously in force for two years during your lifetime; nor
2. unless those statements are contained in a written instrument signed by you and a copy of that instrument is or has been given to:
  - a. you; or
  - b. your beneficiary, if any.

**ACCIDENTAL DEATH AND DISMEMBERMENT  
BENEFITS FOR YOU**

**What are your accidental death and dismemberment benefits?**

If you suffer any of the insured losses shown in the Schedule of Losses and Benefits below, a benefit will be paid in a lump sum. You can elect to have your death or your dismemberment benefit paid using one of the other arrangements we provide. Your death benefit is paid to your beneficiary. Your dismemberment benefit is paid to you. But first we must receive proof that:

1. you sustained an accidental bodily injury which caused an insured loss;
2. the event causing the accidental bodily injury occurred while you were insured under the policy; and
3. the insured loss occurred within 365 days after the date of the event causing the accidental bodily injury.

**SCHEDULE OF LOSSES AND BENEFITS**

<b>For loss of</b>	<b>The Benefit will be</b>
Life .....	*
Life .....	The Full Amount
Both Hands or Both Feet or Sight of Both Eyes .....	The Full Amount
One Hand and One Foot .....	The Full Amount
<One Hand or One Foot> and Sight of One Eye .....	The Full Amount
One Hand or One Foot .....	One Half The Full Amount
Sight of One Eye .....	One Half The Full Amount

\*The Full Amount is shown in the Plan Outline.

For hands or feet, "loss" means dismemberment by severance at or above the wrist or ankle joint. For eyes, "loss" means the total and irrecoverable loss of sight.

No more than the full amount will be paid for all your losses sustained in any one event causing the accidental bodily injury.

**What are the accidental death and dismemberment benefits exclusions?**

No accidental death and dismemberment benefits will be paid for loss caused by or contributed to by:

1. disease of the body, mental infirmity or diagnostic, medical or surgical treatment;
2. suicide, self-destruction while sane, intentionally self-inflicted injury while sane, or self-inflicted injury while insane;
3. war, declared or undeclared, or any act of war;
4. active participation in a riot;
5. committing or attempting to commit an assault or a felony; or
6. voluntary use of any controlled substance. (This is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.) This exclusion will not apply if the controlled substance is prescribed for you by a physician.

**BENEFICIARY DESIGNATION  
(FOR DEATH BENEFITS UNDER LIFE AND  
ACCIDENTAL DEATH AND DISMEMBERMENT)**

**How do you designate or change a beneficiary?**

At the time you become insured, you should name a beneficiary for your death benefits under your life insurance and accidental death and dismemberment benefits. You may change your beneficiary at any time by filing a form approved by us with your employer. The new beneficiary designation will be effective as of the date you sign that form. But if we have taken any action or made payment before your employer receives that form, that change will not go into effect. It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order of rights, the beneficiaries will share equally. The share of a beneficiary who dies before you will pass to any surviving beneficiaries in the order you designated. Your death benefits will be paid to your estate if:

1. you die without naming a beneficiary; or
2. all beneficiaries you have named die before you.

If you have not elected payment under any option other than lump sum, your beneficiary may do so after your death.

**What are our facility of payment rights?**

Instead of making a death payment to your estate, we have the right to make that payment to any one or more of the following surviving relatives: spouse, parent, child, brother or sister.

If a benefit is payable to a minor or anyone not competent, we may pay up to \$2,000 to the person or institution that appears to have assumed custody and main support. We may do this unless or until your beneficiary's appointed legal representative makes a formal claim. If we make such a payment in good faith, it fully discharges our duty to pay it again.

At our judgment, a part of your death benefit may be applied to funeral and other expenses incident to your last sickness and death. That amount will be the lesser of \$1,000 or the maximum amount allowed by law.

**ASSIGNABILITY RIGHTS  
(LIFE INSURANCE AND ACCIDENTAL DEATH AND  
DISMEMBERMENT BENEFITS)**

**What are your assignability rights for the death benefits under your life insurance and accidental death and dismemberment benefits?**

- The rights provided to you by the policy for life insurance and accidental death benefits are owned by you, unless:
  1. you have previously assigned these rights to someone else (known as an "assignee"); or
  2. you assign your rights under the policy to an assignee.
- We will recognize an assignee as the owner of the rights assigned only if:
  - a. the assignment is in writing, signed by you, and acceptable to us in form; and
  - b. a signed or certified copy of the written assignment has been received and registered by us at our home office.
- We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the policy's provisions before receiving and registering an assignment.

## SOME GENERAL INFORMATION TO KNOW

### When does your insurance terminate?

Your insurance under the policy terminates at the earliest time stated below.

1. The date the policy is terminated.
2. The date you no longer are in a class eligible for insurance.
3. The date your class is no longer covered by the policy.
4. The end of the period for which your last contribution for your insurance has been made.
5. The date your employment terminates. Your employment will be considered terminated if you cease active employment.

### But what happens if you are not in active employment because of an approved absence?

- Injury or sickness, temporary layoff or leave of absence.  
Your insurance may be continued by your employer, subject to premium payment, up to the time limits shown in the Plan Outline.

### How can statements made in any application for this insurance be used?

In the absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless a copy of your statements has been given to:

1. you; or
2. your beneficiary, if any.

### How do you file claims?

(For Life Disability Benefits See Its Own Notice And Proof Of Claim Provisions)  
If you have a claim, there are some conditions and time limits which you or a person acting for you and we must meet.

They are:

- Notice of claim.  
Written notice of a claim must be given to us within 30 days after the date of loss on which claim is based. If that is not possible, we must be notified as soon as it is reasonably possible to do so.
- The claim form.  
When we have written notice of claim, we will send our claim forms unless your employer has already provided them. If the claim forms are not received by you within 15 days after that notice is sent, written proof of claim can be sent to us without waiting for the forms.
- Proof of claim.
  1. Proof of claim must be given to us no later than 90 days after the date of loss. A certified copy of a death certificate must be given to us for proof of death.
  2. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible. But proof of claim may not be given later than 1 year after the time proof is otherwise required, except if you are legally unable to notify us.
  3. The proof must cover:
    - a. what the loss is;
    - b. the date of the loss; and
    - c. the cause of the loss.
  4. We may require as part of the proof authorizations to obtain medical and nonmedical information.
- Time of payment of claims.

All benefits will be paid as soon as we receive proof of claim acceptable to us.

- Payment of claims.
  1. Benefits for loss of your life are payable:

- a. to your named beneficiary; or
  - b. according to our facility of payment rights.
2. All other benefits are payable to you. Any benefit unpaid at your death will be payable to your estate. If such benefits become payable to your estate, we have the right to pay up to \$2,000 to any of your relatives whom we consider entitled to it. Such a payment might also be made if you are a minor or you are not competent. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

**What are our examination and autopsy rights?**

We have the right to require that you be examined at our expense by a physician of our choice. We may do this when and as often as it is reasonably required.

We also have the right, in case of death, to require an autopsy where not forbidden by law.

**What are the time limits for legal proceedings?**

You or an authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor
2. more than 3 years after the time proof of claim is required.

**What happens if facts are misstated?**

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid.

**Can the policyholder act as our agent?**

For all purposes of the policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed our agent.