A MUTUAL of OMAHA COMPANY

## GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



## JEA GLUG-AKKC Revised: January 1, 2013 All Eligible JEA and St. Johns River Power Park appointed Employees and JEA appointed ER Employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	An Amount of Life Insurance equal to 3 times Your Annual Salary up to \$500,000.
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next
	higher multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required 20 or more hours each week		
Eligibility Waiting Period	None	
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the	
	Policy, the Employee will become insured on the later of the date:	
	• the Employee satisfies the Eligibility Waiting Period; or	
	• We approve Evidence of Good Health, if required;	
	provided the Employee is Actively Employed on that date.	
	When the Employee and the Policyholder share in the cost of the Employee's	
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the	
	Employee must request insurance by properly completing and signing an enrollment	
	form acceptable to Us and submitting this form to the Policyholder.	
	The Employee will become insured on the later of the day:	
	• the Employee becomes eligible; or	
	• the Employee's enrollment form, acceptable to Us, is properly completed and	
	signed;	
	and, if required, We approve Evidence of Good Health provided the Employee is	
	Actively Employed on that date.	
Changes in the Amount of Your	Decrease in the Amount of Your Insurance	
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in	
	the amount of insurance will take effect on the day of the decrease.	
	The amount of insurance cannot be decreased to an amount less than any plan	
	minimums shown in the Schedule of the Certificate. Any reductions due to age as	
	shown in the Schedule in the Certificate will apply.	
	Increase in the Amount of Your Insurance	
	You cannot request an increase to the amount of Your insurance unless You are	
	Actively Employed on the day You submit such request.	
	Any increase in the amount of Your insurance will take effect on the later of the day:	
	• of the change; or	
	• the day We approve Your Evidence of Good Health, if required by Us.	
When Employee Insurance Ends	Insurance will end the last day of the month in which:	
	• the Policy terminates;	
	• You are no longer Actively Employed;	
	• You do not satisfy any other eligibility conditions described in the Certificate;	
	• any applicable premium contribution is due and unpaid; or	
	• You enter the Armed Forces, National Guard or Reserves of any state or country on	
	active duty (except for temporary active duty of two weeks or less).	
	FEATURES	
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a	
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury	
	or Sickness expected to result in Your death within 12 months and from which there	
	is no reasonable prospect of recovery as determined by Us.	

Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	loyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

## AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

# YOUR GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

JEA

## All Eligible JEA and St. Johns River Power Park appointed Employees and JEA appointed ER Employees

UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

**Revised January 1, 2013** 

## HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

## JEA

21 W Church Street Jacksonville, FL 32202

## CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GLUG-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL *of* OMAHA COMPANY

## GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



## JEA GLUG-AKKC Revised: January 1, 2013 All Eligible JEA and St. Johns River Power Park appointed Employees and JEA appointed ER Employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	An Amount of Life Insurance equal to 3 times Your Annual Salary up to \$500,000.
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next
	higher multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required 20 or more hours each week		
Eligibility Waiting Period	None	
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the	
	Policy, the Employee will become insured on the later of the date:	
	• the Employee satisfies the Eligibility Waiting Period; or	
	• We approve Evidence of Good Health, if required;	
	provided the Employee is Actively Employed on that date.	
	When the Employee and the Policyholder share in the cost of the Employee's	
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the	
	Employee must request insurance by properly completing and signing an enrollment	
	form acceptable to Us and submitting this form to the Policyholder.	
	The Employee will become insured on the later of the day:	
	• the Employee becomes eligible; or	
	• the Employee's enrollment form, acceptable to Us, is properly completed and	
	signed;	
	and, if required, We approve Evidence of Good Health provided the Employee is	
	Actively Employed on that date.	
Changes in the Amount of Your	Decrease in the Amount of Your Insurance	
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in	
	the amount of insurance will take effect on the day of the decrease.	
	The amount of insurance cannot be decreased to an amount less than any plan	
	minimums shown in the Schedule of the Certificate. Any reductions due to age as	
	shown in the Schedule in the Certificate will apply.	
	Increase in the Amount of Your Insurance	
	You cannot request an increase to the amount of Your insurance unless You are	
	Actively Employed on the day You submit such request.	
	Any increase in the amount of Your insurance will take effect on the later of the day:	
	• of the change; or	
	• the day We approve Your Evidence of Good Health, if required by Us.	
When Employee Insurance Ends	Insurance will end the last day of the month in which:	
	• the Policy terminates;	
	• You are no longer Actively Employed;	
	• You do not satisfy any other eligibility conditions described in the Certificate;	
	• any applicable premium contribution is due and unpaid; or	
	• You enter the Armed Forces, National Guard or Reserves of any state or country on	
	active duty (except for temporary active duty of two weeks or less).	
	FEATURES	
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a	
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury	
	or Sickness expected to result in Your death within 12 months and from which there	
	is no reasonable prospect of recovery as determined by Us.	

- 00 0.4.1	
Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	loyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

## AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

## NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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## **CERTIFICATE OF INSURANCE**

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-AKKC (policy) has been issued to JEA (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theary

Chairman of the Board and Chief Executive Officer

Muchel Huss

Corporate Secretary

# THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

## **SCHEDULE**

The amount of insurance for You will be in accord with Your classification in this Schedule.

#### **Classification(s)**

All Eligible JEA and St. Johns River Power Park appointed Employees and JEA appointed ER Employees

## LIFE INSURANCE For You

#### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

#### **Life Insurance Benefits**

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

## **Living Benefits Option**

## HEALTH INSURANCE For You

## **Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

## **EMPLOYEE ELIGIBILITY**

## Life Insurance and Accidental Death and Dismemberment Benefits

## **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

## Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

## When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

## **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

## When Employee Insurance Begins

When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the date:

- (a) the Employee satisfies the Eligibility Waiting Period; or
- (b) We approve Evidence of Good Health, if required;

provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the day the Employee becomes eligible, and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

## **Changes in the Amount of Your Insurance**

## **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

## **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

## **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

## Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

## **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

## **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

## When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

## **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit

For accidental death and dismemberment insurance: Layoff or Leave of Absence

## Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

(a) We must continue to receive uninterrupted premium payment;

- (b) the Policyholder may be able to continue Your life and accidental death and dismemberment insurance for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less);
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (f) Your insurance would otherwise end under the Policy.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

## Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

## Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

## **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

## Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

## When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy.

## **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

## LIFE INSURANCE BENEFITS

## For You

## **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

## Mode of Payment

We will pay benefits in a lump sum.

## **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

## **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

## **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

## **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GLUG-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

## Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

## LIFE INSURANCE BENEFITS

## For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

## **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

## **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

## **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

## **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

## **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

## **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

## TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

## Payment For Loss of Life

## Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

## **Mode of Payment**

We will pay death benefits in a lump sum.

## **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

## Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

## **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

## Airbag Benefit

## Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

## Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

## Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

## Seat Belt Benefits

## Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

## Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

## **PAYMENT OF CLAIMS**

## How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

## **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

## When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

## **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

#### **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

#### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

## LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

#### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

#### **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

#### **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

#### APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

#### APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

### STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

#### **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

#### Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

#### **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GLUG-AKKC



Publication Date: June 25, 2013

A MUTUAL of OMAHA COMPANY

## GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



#### JEA GLUG-AKKC

Revised: January 1, 2013 All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	An Amount of Life Insurance equal to 1 times Your Annual Salary up to \$350,000.
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next
	higher multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.

Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.	
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such	
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.	
	EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	20 or more hours each week	
Eligibility Waiting Period	None	
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the	
	Policy, the Employee will become insured on the later of the date:	
	• the Employee satisfies the Eligibility Waiting Period; or	
	• We approve Evidence of Good Health, if required;	
	provided the Employee is Actively Employed on that date.	
	When the Employee and the Policyholder share in the cost of the Employee's	
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the	
	Employee must request insurance by properly completing and signing an enrollment	
	form acceptable to Us and submitting this form to the Policyholder.	
	The Employee will become insured on the later of the day:	
	• the Employee becomes eligible; or	
	• the Employee's enrollment form, acceptable to Us, is properly completed and	
	signed;	
	and, if required, We approve Evidence of Good Health provided the Employee is	
	Actively Employed on that date.	
Changes in the Amount of Your	Decrease in the Amount of Your Insurance	
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in	
	the amount of insurance will take effect on the day of the decrease.	
	The amount of insurance cannot be decreased to an amount less than any plan	
	minimums shown in the Schedule of the Certificate. Any reductions due to age as	
	shown in the Schedule in the Certificate will apply.	
	Increase in the Amount of Your Insurance	
	You cannot request an increase to the amount of Your insurance unless You are	
	Actively Employed on the day You submit such request.	
	Any increase in the amount of Your insurance will take effect on the later of the day:	
	• of the change; or	
	• the day We approve Your Evidence of Good Health, if required by Us.	
When Employee Insurance Ends	Insurance will end the last day of the month in which:	
	• the Policy terminates;	
	• You are no longer Actively Employed;	
	• You do not satisfy any other eligibility conditions described in the Certificate;	
	• any applicable premium contribution is due and unpaid; or	
	• You enter the Armed Forces, National Guard or Reserves of any state or country on	
	active duty (except for temporary active duty of two weeks or less).	
	FEATURES	
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a	
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury	
	or Sickness expected to result in Your death within 12 months and from which there	
	is no reasonable prospect of recovery as determined by Us.	

Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	loyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

#### AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

## YOUR GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## JEA

### All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

**Revised January 1, 2013** 

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

#### CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GLUG-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL of OMAHA COMPANY

## GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



#### JEA GLUG-AKKC

Revised: January 1, 2013 All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

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BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	An Amount of Life Insurance equal to 1 times Your Annual Salary up to \$350,000.
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next
	higher multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.

Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.	
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such	
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.	
	EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	20 or more hours each week	
Eligibility Waiting Period	None	
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the	
	Policy, the Employee will become insured on the later of the date:	
	• the Employee satisfies the Eligibility Waiting Period; or	
	• We approve Evidence of Good Health, if required;	
	provided the Employee is Actively Employed on that date.	
	When the Employee and the Policyholder share in the cost of the Employee's	
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the	
	Employee must request insurance by properly completing and signing an enrollment	
	form acceptable to Us and submitting this form to the Policyholder.	
	The Employee will become insured on the later of the day:	
	• the Employee becomes eligible; or	
	• the Employee's enrollment form, acceptable to Us, is properly completed and	
	signed;	
	and, if required, We approve Evidence of Good Health provided the Employee is	
	Actively Employed on that date.	
Changes in the Amount of Your	Decrease in the Amount of Your Insurance	
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in	
	the amount of insurance will take effect on the day of the decrease.	
	The amount of insurance cannot be decreased to an amount less than any plan	
	minimums shown in the Schedule of the Certificate. Any reductions due to age as	
	shown in the Schedule in the Certificate will apply.	
	Increase in the Amount of Your Insurance	
	You cannot request an increase to the amount of Your insurance unless You are	
	Actively Employed on the day You submit such request.	
	Any increase in the amount of Your insurance will take effect on the later of the day:	
	• of the change; or	
	• the day We approve Your Evidence of Good Health, if required by Us.	
When Employee Insurance Ends	Insurance will end the last day of the month in which:	
	• the Policy terminates;	
	• You are no longer Actively Employed;	
	• You do not satisfy any other eligibility conditions described in the Certificate;	
	• any applicable premium contribution is due and unpaid; or	
	• You enter the Armed Forces, National Guard or Reserves of any state or country on	
	active duty (except for temporary active duty of two weeks or less).	
	FEATURES	
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a	
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury	
	or Sickness expected to result in Your death within 12 months and from which there	
	is no reasonable prospect of recovery as determined by Us.	

- 00 0.4.1	
Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	loyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

#### AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

#### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

## **Table of Contents**

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#### **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-AKKC (policy) has been issued to JEA (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theary

Chairman of the Board and Chief Executive Officer

Muchel Huss

Corporate Secretary

# THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

#### **SCHEDULE**

The amount of insurance for You will be in accord with Your classification in this Schedule.

#### **Classification(s)**

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

#### LIFE INSURANCE For You

#### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

#### **Life Insurance Benefits**

Amount of Life Insurance	An amount equal to 1 times Your Annual Salary,
	up to \$350,000. Any Amount of Life Insurance not a multiple
	of \$1,000 will be changed to the next higher multiple of \$1,000.
Facility of Payment Amount	*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

#### **Living Benefits Option**

in force on Your life, but not to exceed \$350,000.

#### HEALTH INSURANCE For You

#### **Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

#### **EMPLOYEE ELIGIBILITY**

#### Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

#### Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

#### When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

#### **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

#### When Employee Insurance Begins

When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the date:

- (a) the Employee satisfies the Eligibility Waiting Period; or
- (b) We approve Evidence of Good Health, if required;

provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the day the Employee becomes eligible, and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

#### **Changes in the Amount of Your Insurance**

#### **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

#### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

#### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

#### Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

#### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

#### **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

#### When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

#### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit

For accidental death and dismemberment insurance: Layoff or Leave of Absence

#### Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

(a) We must continue to receive uninterrupted premium payment;

- (b) the Policyholder may be able to continue Your life and accidental death and dismemberment insurance for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less);
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (f) Your insurance would otherwise end under the Policy.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

#### Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

#### Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

#### **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

#### Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

#### When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy.

#### **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

### LIFE INSURANCE BENEFITS

#### For You

#### **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### Mode of Payment

We will pay benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

#### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

#### **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GLUG-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

#### Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

### LIFE INSURANCE BENEFITS

#### For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

#### **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

#### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

#### **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### For You

#### **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

#### **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

#### TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

#### Payment For Loss of Life

#### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay death benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

#### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

#### Airbag Benefit

#### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

#### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

#### Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

#### Seat Belt Benefits

#### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

#### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

## **PAYMENT OF CLAIMS**

#### How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

#### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

#### When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

#### **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

#### **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

#### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

## LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

#### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

#### **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

#### **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

#### APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

#### APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

#### **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

#### Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

#### **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GLUG-AKKC



Publication Date: June 25, 2013

A MUTUAL of OMAHA COMPANY

## GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



JEA GLUG-AKKC Revised: January 1, 2013 All Eligible Employees in the JEA Supervisor Association in business unit 063

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS		
Guarantee Issue Limit	For You: All Amounts	
	Guarantee Issue means the amount of insurance applied for which does not require	
	Evidence of Good Health.	
Life Insurance Benefit for You	An Amount of Life Insurance equal to 1 times Your Annual Salary up to \$350,000.	
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next	
	higher multiple of \$1,000.	
	Annual Salary means Your gross Annual Salary received from the Policyholder and	
	in effect immediately prior to the date of loss, as determined by the Policyholder.	
	It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.	
	Note: In the event of death, the benefit paid will equal the benefit amount less any	
	living benefits previously paid under the Policy.	
	Life Insurance Benefits end on the date of Your retirement.	
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.	
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such	
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.	
EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required	20 or more hours each week	

Eligibility Waiting Period	None	
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the	
	Policy, the Employee will become insured on the later of the date:	
	• the Employee satisfies the Eligibility Waiting Period; or	
	• We approve Evidence of Good Health, if required;	
	provided the Employee is Actively Employed on that date.	
	When the Employee and the Policyholder share in the cost of the Employee's	
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the	
	Employee must request insurance by properly completing and signing an enrollment	
	form acceptable to Us and submitting this form to the Policyholder.	
	The Employee will become insured on the later of the day:	
	• the Employee becomes eligible; or	
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;	
	and, if required, We approve Evidence of Good Health provided the Employee is	
	Actively Employed on that date.	
Changes in the Amount of Your	Decrease in the Amount of Your Insurance	
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in	
	the amount of insurance will take effect on the day of the decrease.	
	The amount of insurance cannot be decreased to an amount less than any plan	
	minimums shown in the Schedule of the Certificate. Any reductions due to age as	
	shown in the Schedule in the Certificate will apply.	
	Increase in the Amount of Your Insurance	
	You cannot request an increase to the amount of Your insurance unless You are	
	Actively Employed on the day You submit such request.	
	Any increase in the amount of Your insurance will take effect on the later of the day:	
	• of the change; or	
	• the day We approve Your Evidence of Good Health, if required by Us.	
When Employee Insurance Ends	Insurance will end the last day of the month in which:	
	• the Policy terminates;	
	• You are no longer Actively Employed;	
	• You do not satisfy any other eligibility conditions described in the Certificate;	
	• any applicable premium contribution is due and unpaid; or	
	• You enter the Armed Forces, National Guard or Reserves of any state or country on	
	active duty (except for temporary active duty of two weeks or less).	
	FEATURES	
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a	
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury	
	or Sickness expected to result in Your death within 12 months and from which there	
	is no reasonable prospect of recovery as determined by Us.	

Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	loyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

#### AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

# YOUR GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

JEA

## All Eligible Employees in the JEA Supervisor Association in business unit 063

UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

**Revised January 1, 2013** 

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

#### CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GLUG-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL of OMAHA COMPANY

## GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



JEA GLUG-AKKC Revised: January 1, 2013 All Eligible Employees in the JEA Supervisor Association in business unit 063

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS		
Guarantee Issue Limit	For You: All Amounts	
	Guarantee Issue means the amount of insurance applied for which does not require	
	Evidence of Good Health.	
Life Insurance Benefit for You	An Amount of Life Insurance equal to 1 times Your Annual Salary up to \$350,000.	
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next	
	higher multiple of \$1,000.	
	Annual Salary means Your gross Annual Salary received from the Policyholder and	
	in effect immediately prior to the date of loss, as determined by the Policyholder.	
	It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.	
	Note: In the event of death, the benefit paid will equal the benefit amount less any	
	living benefits previously paid under the Policy.	
	Life Insurance Benefits end on the date of Your retirement.	
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.	
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such	
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.	
EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required	20 or more hours each week	

Eligibility Waiting Period	None	
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the	
	Policy, the Employee will become insured on the later of the date:	
	• the Employee satisfies the Eligibility Waiting Period; or	
	• We approve Evidence of Good Health, if required;	
	provided the Employee is Actively Employed on that date.	
	When the Employee and the Policyholder share in the cost of the Employee's	
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the	
	Employee must request insurance by properly completing and signing an enrollment	
	form acceptable to Us and submitting this form to the Policyholder.	
	The Employee will become insured on the later of the day:	
	• the Employee becomes eligible; or	
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;	
	and, if required, We approve Evidence of Good Health provided the Employee is	
	Actively Employed on that date.	
Changes in the Amount of Your	Decrease in the Amount of Your Insurance	
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in	
	the amount of insurance will take effect on the day of the decrease.	
	The amount of insurance cannot be decreased to an amount less than any plan	
	minimums shown in the Schedule of the Certificate. Any reductions due to age as	
	shown in the Schedule in the Certificate will apply.	
	Increase in the Amount of Your Insurance	
	You cannot request an increase to the amount of Your insurance unless You are	
	Actively Employed on the day You submit such request.	
	Any increase in the amount of Your insurance will take effect on the later of the day:	
	• of the change; or	
	• the day We approve Your Evidence of Good Health, if required by Us.	
When Employee Insurance Ends	Insurance will end the last day of the month in which:	
	• the Policy terminates;	
	• You are no longer Actively Employed;	
	• You do not satisfy any other eligibility conditions described in the Certificate;	
	• any applicable premium contribution is due and unpaid; or	
	• You enter the Armed Forces, National Guard or Reserves of any state or country on	
	active duty (except for temporary active duty of two weeks or less).	
	FEATURES	
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a	
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury	
	or Sickness expected to result in Your death within 12 months and from which there	
	is no reasonable prospect of recovery as determined by Us.	

Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	loyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

#### AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

#### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

## **Table of Contents**

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#### **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-AKKC (policy) has been issued to JEA (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theary

Chairman of the Board and Chief Executive Officer

Muchel Huss

Corporate Secretary

# THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

#### **SCHEDULE**

The amount of insurance for You will be in accord with Your classification in this Schedule.

#### **Classification(s)**

All Eligible Employees in the JEA Supervisor Association in business unit 063

#### LIFE INSURANCE For You

#### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

#### **Life Insurance Benefits**

Amount of Life InsuranceAn amount equal to 1 times Your Annual Salary,<br/>up to \$350,000. Any Amount of Life Insurance not a multiple<br/>of \$1,000 will be changed to the next higher multiple of \$1,000.Facility of Payment Amount\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

#### **Living Benefits Option**

#### HEALTH INSURANCE For You

#### **Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

#### **EMPLOYEE ELIGIBILITY**

#### Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

#### Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

#### When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

#### **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

#### When Employee Insurance Begins

When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the date:

- (a) the Employee satisfies the Eligibility Waiting Period; or
- (b) We approve Evidence of Good Health, if required;

provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the day the Employee becomes eligible, and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

## **Changes in the Amount of Your Insurance**

#### **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

#### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

#### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

#### Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

#### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

## **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

#### When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

#### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit

For accidental death and dismemberment insurance: Layoff or Leave of Absence

## Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

(a) We must continue to receive uninterrupted premium payment;

- (b) the Policyholder may be able to continue Your life and accidental death and dismemberment insurance for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less);
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (f) Your insurance would otherwise end under the Policy.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

#### Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

## Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

## **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

## Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

## When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy.

## **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

## LIFE INSURANCE BENEFITS

## For You

## **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

## Mode of Payment

We will pay benefits in a lump sum.

## **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

## **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

## **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

## **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GLUG-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

## Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

## LIFE INSURANCE BENEFITS

## For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

### **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

#### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

### **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

## **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

## **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

## TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

## Payment For Loss of Life

#### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay death benefits in a lump sum.

## **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

#### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

#### Airbag Benefit

#### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

#### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

#### Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

### Seat Belt Benefits

#### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

#### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

# **PAYMENT OF CLAIMS**

### How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

#### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

## When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

## **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

## **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

## **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

#### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

## **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

## **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

## APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# STANDARD PROVISIONS

### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

## **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

## Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

## **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GLUG-AKKC



Publication Date: June 25, 2013

A MUTUAL of OMAHA COMPANY

# GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



## JEA GLUG-AKKC Revised: January 1, 2013

All Eligible Professional Employees, Association Employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	An Amount of Life Insurance equal to 1 times Your Annual Salary up to \$350,000.
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next
	higher multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.

Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the
	Policy, the Employee will become insured on the later of the date:
	• the Employee satisfies the Eligibility Waiting Period; or
	• We approve Evidence of Good Health, if required;
	provided the Employee is Actively Employed on that date.
	When the Employee and the Policyholder share in the cost of the Employee's
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the
	Employee must request insurance by properly completing and signing an enrollment
	form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and
	signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.
Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in
	the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	• any applicable premium contribution is due and unpaid; or
	• You enter the Armed Forces, National Guard or Reserves of any state or country on
	active duty (except for temporary active duty of two weeks or less).
	FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury
	or Sickness expected to result in Your death within 12 months and from which there
	is no reasonable prospect of recovery as determined by Us.

- 00 0.4.1	
Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	oyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

## AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

# YOUR GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

# JEA

All Eligible Professional Employees, Association Employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055 business units 064, 068N, 1618 and 055

> UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

> > **Revised January 1, 2013**

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

## CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GLUG-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL of OMAHA COMPANY

# GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



## JEA GLUG-AKKC Revised: January 1, 2013

All Eligible Professional Employees, Association Employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	An Amount of Life Insurance equal to 1 times Your Annual Salary up to \$350,000.
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next
	higher multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.

Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the
	Policy, the Employee will become insured on the later of the date:
	• the Employee satisfies the Eligibility Waiting Period; or
	• We approve Evidence of Good Health, if required;
	provided the Employee is Actively Employed on that date.
	When the Employee and the Policyholder share in the cost of the Employee's
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the
	Employee must request insurance by properly completing and signing an enrollment
	form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and
	signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.
Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in
	the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	• any applicable premium contribution is due and unpaid; or
	• You enter the Armed Forces, National Guard or Reserves of any state or country on
	active duty (except for temporary active duty of two weeks or less).
	FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury
	or Sickness expected to result in Your death within 12 months and from which there
	is no reasonable prospect of recovery as determined by Us.

Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	oyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

## AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

#### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

# **Table of Contents**

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# **CERTIFICATE OF INSURANCE**

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-AKKC (policy) has been issued to JEA (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theary

Chairman of the Board and Chief Executive Officer

Muchel Huss

Corporate Secretary

# THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

# **SCHEDULE**

The amount of insurance for You will be in accord with Your classification in this Schedule.

#### Classification(s)

All Eligible Professional Employees, Association Employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

## LIFE INSURANCE For You

#### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, Guarantee Issue means the amount of insurance applied for which does not require Evidence of Good Health.

#### **Life Insurance Benefits**

Amount of Life Insurance	An amount equal to 1 times Your Annual Salary,
	up to \$350,000. Any Amount of Life Insurance not a multiple
	of \$1,000 will be changed to the next higher multiple of \$1,000.
Facility of Payment Amount	*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Annual Salary means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

NOTE: The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

### **Living Benefits Option**

in force on Your life, but not to exceed \$350,000.

# HEALTH INSURANCE For You

# **Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

# **EMPLOYEE ELIGIBILITY**

## Life Insurance and Accidental Death and Dismemberment Benefits

### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

### Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

# When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

# **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

### When Employee Insurance Begins

When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the date:

- (a) the Employee satisfies the Eligibility Waiting Period; or
- (b) We approve Evidence of Good Health, if required;

provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the day the Employee becomes eligible, and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

# **Changes in the Amount of Your Insurance**

### **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

### Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

# **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

### When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit

For accidental death and dismemberment insurance: Layoff or Leave of Absence

# Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

(a) We must continue to receive uninterrupted premium payment;

- (b) the Policyholder may be able to continue Your life and accidental death and dismemberment insurance for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less);
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (f) Your insurance would otherwise end under the Policy.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

### Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

# Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

# **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

# Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

# When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy.

# **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

# LIFE INSURANCE BENEFITS

# For You

# **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

# Mode of Payment

We will pay benefits in a lump sum.

# **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

# **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

# **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

# **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GLUG-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

# Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

# LIFE INSURANCE BENEFITS

# For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

## **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

## **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

# For You

# **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

# **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

# TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

# Payment For Loss of Life

### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

### **Mode of Payment**

We will pay death benefits in a lump sum.

# **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

### Airbag Benefit

### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

### Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

# **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

## Seat Belt Benefits

### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

### **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

# **PAYMENT OF CLAIMS**

## How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

# When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

# **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

# **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

# **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

# **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

# **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

# APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

# APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# STANDARD PROVISIONS

## **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

# **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

# Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

# **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GLUG-AKKC



Publication Date: June 25, 2013

A MUTUAL of OMAHA COMPANY

# GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



# JEA GLUG-AKKC Revised: January 1, 2013 All Eligible AFSCME Temporary Employees in business unit 179 and Northeast Florida Public Employees' Local 630 LIUNA temporary Employees in business unit 190

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	Amount of Life Insurance: \$5,000
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	
Benefit for You	
EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None

When Employee Insurance Begins	
	Policy, the Employee will become insured on the later of the date:
	• the Employee satisfies the Eligibility Waiting Period; or
	• We approve Evidence of Good Health, if required;
	provided the Employee is Actively Employed on that date.
	When the Employee and the Policyholder share in the cost of the Employee's
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the
	Employee must request insurance by properly completing and signing an enrollment
	form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.
Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in
	the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	• any applicable premium contribution is due and unpaid; or
	• You enter the Armed Forces, National Guard or Reserves of any state or country on
	active duty (except for temporary active duty of two weeks or less).
	FEATURES
Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age 65.

Conversion	If any of Your Life insurance ends because Your employment or membership in a			
	class ends, You may apply for an individual policy of life insurance (called a			
	conversion policy) without giving information about Your health. Issuance of a			
	conversion policy is subject to conditions described in Your Certificate.			
AD&D BENEFIT SCHEDULE				
The AD&D Benefit is paid if an emp	loyee is injured as a result of an Accident, and that Injury is independent of Sickness			
and all other causes. Benefits are pair	id as indicated below:			
Loss	Benefit			
• Life	Principal Sum			
• Both Hands				
• Both Feet				
• Entire Sight of Both Eyes				
One Hand and One Foot				
• One Hand and Entire Sight of One				
Eye				
• One Foot and Entire Sight of One				
Eye				
• Speech and Hearing (both ears)				
Entire Sight of One Eye	One-half Principal Sum			
• Speech or Hearing (both ears)				
One Hand or One Foot				
Loss of Thumb and Index Finger	Cone-fourth Principal Sum			
of Same Hand				
Other Benefits	Benefit			
Airbag Benefit	10% of the Principal Sum, up to \$50,000.			
Common Carrier Benefits	An amount equal to the Principal Sum.			
	In no event will this benefit exceed \$1,000,000.			
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.			

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

# YOUR GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

JEA

# All Eligible AFSCME Temporary Employees in business unit 179 and Northeast Florida Public Employees' Local 630 LIUNA temporary Employees in business unit 190

UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

**Revised January 1, 2013** 

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

#### CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GLUG-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL of OMAHA COMPANY

# GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



## JEA GLUG-AKKC Revised: January 1, 2013 All Eligible AFSCME Temporary Employees in business unit 179 and Northeast Florida Public Employees' Local 630 LIUNA temporary Employees in business unit 190

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS		
Guarantee Issue Limit	For You: All Amounts	
	Guarantee Issue means the amount of insurance applied for which does not require	
	Evidence of Good Health.	
Life Insurance Benefit for You	Amount of Life Insurance: \$5,000	
	Note: In the event of death, the benefit paid will equal the benefit amount less any	
	living benefits previously paid under the Policy.	
	Life Insurance Benefits end on the date of Your retirement.	
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.	
Dismemberment		
Benefit for You		
EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required	20 or more hours each week	
Eligibility Waiting Period	None	

When Employee Insurance Begins	
	Policy, the Employee will become insured on the later of the date:
	• the Employee satisfies the Eligibility Waiting Period; or
	• We approve Evidence of Good Health, if required;
	provided the Employee is Actively Employed on that date.
	When the Employee and the Policyholder share in the cost of the Employee's
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the
	Employee must request insurance by properly completing and signing an enrollment
	form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.
Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in
	the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	• any applicable premium contribution is due and unpaid; or
	• You enter the Armed Forces, National Guard or Reserves of any state or country on
	active duty (except for temporary active duty of two weeks or less).
	FEATURES
Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age 65.

Conversion	If any of Your Life insurance ends because Your employment or membership in a				
	class ends, You may apply for an individual policy of life insurance (called a				
	conversion policy) without giving information about Your health. Issuance of a				
	conversion policy is subject to conditions described in Your Certificate.				
AD&D BENEFIT SCHEDULE					
The AD&D Benefit is paid if an emp	loyee is injured as a result of an Accident, and that Injury is independent of Sickness				
and all other causes. Benefits are pair	id as indicated below:				
Loss	Benefit				
• Life	Principal Sum				
• Both Hands					
• Both Feet					
• Entire Sight of Both Eyes					
One Hand and One Foot					
• One Hand and Entire Sight of One					
Eye					
• One Foot and Entire Sight of One					
Eye					
• Speech and Hearing (both ears)					
Entire Sight of One Eye	One-half Principal Sum				
• Speech or Hearing (both ears)					
One Hand or One Foot					
Loss of Thumb and Index Finger	Cone-fourth Principal Sum				
of Same Hand					
Other Benefits	Benefit				
Airbag Benefit	10% of the Principal Sum, up to \$50,000.				
Common Carrier Benefits	An amount equal to the Principal Sum.				
	In no event will this benefit exceed \$1,000,000.				
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.				

#### AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: June 25, 2013

#### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

# **Table of Contents**

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# **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-AKKC (policy) has been issued to JEA (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theary

Chairman of the Board and Chief Executive Officer

Muchel Huss

Corporate Secretary

# THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

#### **SCHEDULE**

The amount of insurance for You will be in accord with Your classification in this Schedule.

#### **Classification(s)**

All Eligible AFSCME Temporary Employees in business unit 179 and Northeast Florida Public Employees' Local 630 LIUNA temporary Employees in business unit 190

#### LIFE INSURANCE For You

#### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

#### **Life Insurance Benefits**

Amount of Life Insurance	.\$5,000
Facility of Payment Amount*	\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Life Insurance Benefits end on the date of Your retirement.

#### HEALTH INSURANCE For You

#### **Accidental Death and Dismemberment Benefits**

Principal Sum......An amount equal to the Amount of Life Insurance in force on Your life.

# **EMPLOYEE ELIGIBILITY**

#### Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

#### Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

#### When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

#### **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

#### When Employee Insurance Begins

When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the date:

- (a) the Employee satisfies the Eligibility Waiting Period; or
- (b) We approve Evidence of Good Health, if required;

provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the day the Employee becomes eligible, and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

## **Changes in the Amount of Your Insurance**

#### **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

#### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

#### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

#### Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

#### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

#### **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

#### When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

#### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit

For accidental death and dismemberment insurance: Layoff or Leave of Absence

#### Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

(a) We must continue to receive uninterrupted premium payment;

- (b) the Policyholder may be able to continue Your life and accidental death and dismemberment insurance for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less);
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (f) Your insurance would otherwise end under the Policy.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

#### Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

#### Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

#### **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

#### Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

#### When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy.

#### **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

# LIFE INSURANCE BENEFITS

#### For You

#### **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### Mode of Payment

We will pay benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

#### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

# **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GLUG-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

#### Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### For You

#### **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

## **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

## TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

#### Payment For Loss of Life

#### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay death benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

#### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

#### Airbag Benefit

#### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

#### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

#### Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

#### Seat Belt Benefits

#### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

#### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

# **PAYMENT OF CLAIMS**

#### How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

#### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

#### When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

#### **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

#### **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

#### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

#### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

#### **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

#### **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

## **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

#### APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

#### **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

#### Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

## **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GLUG-AKKC



Publication Date: June 25, 2013

A MUTUAL of OMAHA COMPANY

# GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



# JEA GLUG-AKKC Revised: April 1, 2014 All Eligible JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	An Amount of Life Insurance equal to 2 times Your Annual Salary up to \$350,000.
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next
	higher multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.

Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.			
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such			
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.			
EMPLOYEE ELIGIBILITY				
Minimum Work Hours Required	20 or more hours each week			
Eligibility Waiting Period	None			
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the			
	Policy, the Employee will become insured on the later of the date:			
	• the Employee satisfies the Eligibility Waiting Period; or			
	• We approve Evidence of Good Health, if required;			
	provided the Employee is Actively Employed on that date.			
	When the Employee and the Policyholder share in the cost of the Employee's			
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the			
	Employee must request insurance by properly completing and signing an enrollment			
	form acceptable to Us and submitting this form to the Policyholder.			
	The Employee will become insured on the later of the day:			
	• the Employee becomes eligible; or			
	• the Employee's enrollment form, acceptable to Us, is properly completed and			
	signed;			
	and, if required, We approve Evidence of Good Health provided the Employee is			
	Actively Employed on that date.			
Changes in the Amount of Your	Decrease in the Amount of Your Insurance			
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in			
	the amount of insurance will take effect on the day of the decrease.			
	The amount of insurance cannot be decreased to an amount less than any plan			
	minimums shown in the Schedule of the Certificate. Any reductions due to age as			
	shown in the Schedule in the Certificate will apply.			
	Increase in the Amount of Your Insurance			
	You cannot request an increase to the amount of Your insurance unless You are			
	Actively Employed on the day You submit such request.			
	Any increase in the amount of Your insurance will take effect on the later of the day:			
	<ul> <li>of the change; or</li> </ul>			
	<ul> <li>the day We approve Your Evidence of Good Health, if required by Us.</li> </ul>			
When Employee Insurance Ends	Insurance will end the last day of the month in which:			
When Employee insurance Ends	<ul> <li>the Policy terminates;</li> </ul>			
	<ul><li>You are no longer Actively Employed;</li></ul>			
	<ul> <li>You do not satisfy any other eligibility conditions described in the Certificate;</li> </ul>			
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> </ul>			
	<ul> <li>You enter the Armed Forces, National Guard or Reserves of any state or country on</li> </ul>			
	• Four enter the Armed Forces, National Guard of Reserves of any state of country of active duty (except for temporary active duty of two weeks or less).			
	FEATURES			
Living Donoffer Orthor Free Me				
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a			
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury			
	or Sickness expected to result in Your death within 12 months and from which there			
	is no reasonable prospect of recovery as determined by Us.			

Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	loyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: April 30, 2014

# YOUR GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

JEA

# All Eligible JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

Revised April 1, 2014

## HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

## JEA

21 W Church Street Jacksonville, FL 32202

# CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GLUG-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL of OMAHA COMPANY

# GROUP TERM LIFE AND AD&D INSURANCE Summary of Coverage



# JEA GLUG-AKKC Revised: April 1, 2014 All Eligible JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

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	Evidence of Good Health.
Life Insurance Benefit for You	An Amount of Life Insurance equal to 2 times Your Annual Salary up to \$350,000.
	Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next
	higher multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.

Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.			
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such			
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal Sum.			
EMPLOYEE ELIGIBILITY				
Minimum Work Hours Required	20 or more hours each week			
Eligibility Waiting Period	None			
When Employee Insurance Begins	When the Policyholder pays 100% of the cost of the Employee's insurance under the			
	Policy, the Employee will become insured on the later of the date:			
	• the Employee satisfies the Eligibility Waiting Period; or			
	• We approve Evidence of Good Health, if required;			
	provided the Employee is Actively Employed on that date.			
	When the Employee and the Policyholder share in the cost of the Employee's			
	insurance or, when the Employee pays 100% of the cost of Employee insurance, the			
	Employee must request insurance by properly completing and signing an enrollment			
	form acceptable to Us and submitting this form to the Policyholder.			
	The Employee will become insured on the later of the day:			
	• the Employee becomes eligible; or			
	• the Employee's enrollment form, acceptable to Us, is properly completed and			
	signed;			
	and, if required, We approve Evidence of Good Health provided the Employee is			
	Actively Employed on that date.			
Changes in the Amount of Your	Decrease in the Amount of Your Insurance			
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease in			
	the amount of insurance will take effect on the day of the decrease.			
	The amount of insurance cannot be decreased to an amount less than any plan			
	minimums shown in the Schedule of the Certificate. Any reductions due to age as			
	shown in the Schedule in the Certificate will apply.			
	Increase in the Amount of Your Insurance			
	You cannot request an increase to the amount of Your insurance unless You are			
	Actively Employed on the day You submit such request.			
	Any increase in the amount of Your insurance will take effect on the later of the day:			
	<ul> <li>of the change; or</li> </ul>			
	<ul> <li>the day We approve Your Evidence of Good Health, if required by Us.</li> </ul>			
When Employee Insurance Ends	Insurance will end the last day of the month in which:			
When Employee insurance Ends	<ul> <li>the Policy terminates;</li> </ul>			
	<ul><li>You are no longer Actively Employed;</li></ul>			
	<ul> <li>You do not satisfy any other eligibility conditions described in the Certificate;</li> </ul>			
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> </ul>			
	<ul> <li>You enter the Armed Forces, National Guard or Reserves of any state or country on</li> </ul>			
	• Four enter the Armed Forces, National Guard of Reserves of any state of country of active duty (except for temporary active duty of two weeks or less).			
	FEATURES			
Living Donoffer Orthor Free Me				
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a			
	Terminal Condition, but not to exceed \$350,000. Terminal Condition means an Injury			
	or Sickness expected to result in Your death within 12 months and from which there			
	is no reasonable prospect of recovery as determined by Us.			

Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject to
	the terms and conditions of the Policy. Contact Your employer to determine whether
	or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to age
	65.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	AD&D BENEFIT SCHEDULE
The AD&D Benefit is paid if an empl	loyee is injured as a result of an Accident, and that Injury is independent of Sickness
and all other causes. Benefits are paid	d as indicated below:
Loss	Benefit
• Life	Principal Sum
• Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of One	
Eye	
• One Foot and Entire Sight of One	
Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index Finger	One-fourth Principal Sum
of Same Hand	
Other Benefits	Benefit
Airbag Benefit	10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: April 30, 2014

## NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

# **Table of Contents**

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# **CERTIFICATE OF INSURANCE**

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-AKKC (policy) has been issued to JEA (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theary

Chairman of the Board and Chief Executive Officer

Muchel Huss

Corporate Secretary

# THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

# **SCHEDULE**

The amount of insurance for You will be in accord with Your classification in this Schedule.

#### **Classification(s)**

All Eligible JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

## LIFE INSURANCE For You

#### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

#### **Life Insurance Benefits**

Amount of Life Insurance ......An amount equal to 2 times Your Annual Salary, up to \$350,000. Any Amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher multiple of \$1,000. Facility of Payment Amount......\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

## **Living Benefits Option**

# HEALTH INSURANCE For You

# **Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

# **EMPLOYEE ELIGIBILITY**

## Life Insurance and Accidental Death and Dismemberment Benefits

## **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

## Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

# When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

# **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

## When Employee Insurance Begins

When the Policyholder pays 100% of the cost of the Employee's insurance under the Policy, the Employee will become insured on the later of the date:

- (a) the Employee satisfies the Eligibility Waiting Period; or
- (b) We approve Evidence of Good Health, if required;

provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the day the Employee becomes eligible, and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

# **Changes in the Amount of Your Insurance**

## **Decrease in the Amount of Your Insurance**

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

## **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

## **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

## Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

## **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

# **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

## When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

## **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit

For accidental death and dismemberment insurance: Layoff or Leave of Absence

# Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month in which You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

(a) We must continue to receive uninterrupted premium payment;

- (b) the Policyholder may be able to continue Your life and accidental death and dismemberment insurance for up to 12 months if You are no longer Actively Employed due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less);
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder; or
- (f) Your insurance would otherwise end under the Policy.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

## Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

# Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

# **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

# Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

# When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy.

# **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

# LIFE INSURANCE BENEFITS

# For You

# **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

# Mode of Payment

We will pay benefits in a lump sum.

# **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

# **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

# **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

# **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GLUG-AKKC.

This rider is effective the later of January 1, 2013, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

# Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

# LIFE INSURANCE BENEFITS

# For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

## **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

## **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

## **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

## **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

# For You

# **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

# **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

# TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

# Payment For Loss of Life

## Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

## **Mode of Payment**

We will pay death benefits in a lump sum.

# **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

## Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

## **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

## Airbag Benefit

## Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

## Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

## Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

# **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

## Seat Belt Benefits

## Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

## Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

# **PAYMENT OF CLAIMS**

## How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

## **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

# When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

# **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

# **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

# **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

# **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

# **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

# **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

# APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

# APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# STANDARD PROVISIONS

# **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

# **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

# **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

# Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

# **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GLUG-AKKC



Publication Date: April 30, 2014

# United of Omaha Life Insurance Company

Home Office: Mutual of Omaha Plaza, Omaha, Nebraska 68175

# A Stock Company

(herein called the Company)

has issued this Policy to JEA

(herein called Policyholder)

This Policy is issued in consideration of:

- (a) the terms, conditions and limitations of this Policy; and
- (b) the application for this Policy, a copy of which is attached.

This Policy is effective January 1, 2012, at 12:01 a.m., Standard Time, at the main office of the Policyholder.

The Company agrees to pay the Insured Persons the benefits to which they are entitled, subject to the terms, conditions and limitations of this Policy.

The Certificate of Insurance, Form 7000CI-U-EZ No. 6, is made a part of this Policy.

This Policy is issued in and is subject to Florida law.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theany

Chairman of the Board and Chief Executive Officer

MIIN

Corporate Secretary

# **GROUP POLICY NO. GLUG-AKKC**

(herein called Policy) (As Revised January 1, 2015)



# **GENERAL PROVISIONS**

Capitalized terms not defined in these GENERAL PROVISIONS are defined in the Certificate or any other document made a part of this Policy.

# 1. CHANGE IN PREMIUM RATES

The Company has issued this Policy based upon current information regarding:

- (a) the industry of the Policyholder and the age, gender, occupation, earnings, location, and size of the Policyholder's employee population; and
- (b) laws, regulations and judicial and administrative orders and decisions affecting benefits and the cost of administration.

Accordingly, the Company reserves the right to change premium rates on or after the date there is a change in any of the factors described in (a) or (b) above resulting from or relating to:

- (1) an increase in premium tax, guarantee or uninsured fund assessment, or other governmental charge based upon or related to premium;
- (2) a merger or consolidation, or an acquisition or divestiture (through stock, assets or exchange) of all or part of a business enterprise affecting the Policyholder's employee population; or
- (3) the enactment, issuance, amendment, or enforcement of any law, regulation, judicial or administrative order or decision.

In addition to the right to change premium rates in accordance with the preceding paragraphs, the Company may change premium rates:

- (a) any time after the most recent Rate Guarantee Date shown in this Policy, provided the Company has given at least 90 days advance written notice of the premium rate increase;
- (b) on or after the date there is a change in benefits or eligibility for benefits under the Policy; or
- (c) on or after the date there is an increase or a decrease of 10% or more in the number of employees insured under the Policy.

The Company must give at least 60 days advance notice of any premium rate increase.

### 2. PAYMENT OF PREMIUMS

The first premium Due Date is the effective date of this Policy for the Period of Coverage beginning on that date and ending on the last day of the same month. Premiums for each subsequent Period of Coverage are due by the corresponding Due Date:

Period of Coverage	Due Date
January 1 through January 31	January 1
February 1 through February 28 or 29	February 1
March 1 through March 31	March 1
April 1 through April 30	April 1
May 1 through May 31	May 1
June 1 through June 30	June 1
July 1 through July 31	July 1

August 1 through August 31 September 1 through September 30 October 1 through October 31 November 1 through November 30 December 1 through December 31 August 1 September 1 October 1 November 1 December 1

The premium payable for each Period of Coverage is the sum of the individual premiums for each Insured Person. Individual premiums are based on an Insured Person's classification when a Period of Coverage begins.

Payment should be made to the Company:

- (a) at a lockbox designated by the Company;
- (b) at its Home Office; or
- (c) at another location authorized in writing by an officer of the Company.

Premium shall be considered to be paid on the date the premium is received at the location described in (a), (b) or (c) in the preceding paragraph.

If this Policy terminates for any reason:

- (a) the Policyholder is liable for all premiums to the date of termination, including premiums for any grace period or part of any grace period; and
- (b) all unpaid premiums are due no later than the date of termination.

# 3. GRACE PERIOD

Premium is due and payable on or before the Due Date shown in the GENERAL PROVISION 2. herein (PAYMENT OF PREMIUMS). After the first premium has been paid, a grace period of 60 days from each Due Date shall be granted for payment of premium. If the Policyholder does not pay the premium by the end of the grace period, this Policy shall automatically terminate at the end of the grace period in accordance with GENERAL PROVISION 4. herein (POLICY TERMINATION BY THE POLICYHOLDER). This Policy will remain in force during the grace period; except, if the Policyholder has given advance written notice to the Company that this Policy will terminate prior to the end of the grace period, this Policy will remain in force only until the termination date.

# 4. POLICY TERMINATION BY THE POLICYHOLDER

This Policy shall be considered terminated by the Policyholder on the earliest of:

- (a) the end of the grace period, if all due premium is not paid by then;
- (b) the day chosen by the Policyholder, if advance written notice is given to the Company; or
- (c) the day a premium increase is effective but has not been accepted in writing by the Policyholder.

# 5. POLICY TERMINATION BY THE COMPANY

Following at least 60 days advance written notice to the Policyholder, the Company has the right:

- (a) to terminate this Policy if the number of employees insured is less than 10 or less than 100% of those eligible for insurance;
- (b) to terminate either this Policy or any dependents' insurance if the number of employees with dependents insured is less than (Not Applicable) of those employees who have eligible dependents; or
- (c) to terminate this Policy any time after the most recent Rate Guarantee Date shown in this Policy, unless this termination right is inconsistent with any Termination Rider which is made a part of this Policy.

# 6. REINSTATEMENT AFTER TERMINATION OF THIS POLICY

If this Policy terminates for any reason, it may be reinstated at the Company's sole discretion. The Company may choose not to reinstate the Policy. The Policy may be reinstated only if:

- (a) an officer of the Company agrees in writing to reinstate the Policy;
- (b) the Policyholder agrees in writing to accept any written conditions of reinstatement imposed by the Company; and
- (c) the Policyholder pays the Company all premiums then due and unpaid, including any premium for the time insurance was in effect during the grace period.

# 7. INDIVIDUAL CERTIFICATE

The Company will issue the Policyholder individual Certificates for delivery to Insured Persons. The Certificate describes insurance coverage under the Policy and any conversion rights available upon termination of coverage.

# 8. MISSTATEMENT OF AGE

If the age of an Insured Person has been misstated, the Company will make an adjustment either:

- (a) in premiums; or
- (b) in the amount of insurance, if the amount of insurance depends on age. If the amount of insurance is increased, the Company must first receive all additional premiums.

# 9. INCONTESTABLE CLAUSE

The Company will not contest the validity of this Policy after it has been in force one year, except for nonpayment of premium.

# 10. INFORMATION TO BE FURNISHED BY THE POLICYHOLDER/PRIVACY

The Policyholder is responsible for keeping confidential insurance records. These records are to be kept in a way which will assure the privacy of medical and other personal information. The records must show:

- (a) persons insured by classification and any persons eligible but not insured;
- (b) the amount of money contributed by the Policyholder toward premiums; and

(c) any other insurance information which the Company may reasonably request.

These records and any other insurance information which the Policyholder has or reviews will be used by the Policyholder only for the purpose of Policy administration.

The Policyholder will furnish, as the Company requires, any insurance information on the Company's forms which are needed for insurance administration.

The Policyholder's books and records which may have a bearing on the insurance under this Policy shall be open to the Company for inspection. The books and records may be inspected at any reasonable time while this Policy is in force, and for one year afterwards.

The Policyholder shall provide the Company written notice within 60 days after any Insured Person's eligibility for coverage under this Policy ends.

If the Company does not receive such written notice within this 60 day period, the Company may require the Policyholder to reimburse the Company in an amount equal to the amount of any claims paid on behalf of the ineligible person during the time the person was ineligible.

The Policyholder shall reimburse the Company for claims in accordance with this provision within 60 days after receipt of the Company's written request for payment. Any amount of claims reimbursed to the Company in accordance with this provision shall not be considered to be premium for coverage under the Policy. The Company's right to receive reimbursement for claims in accordance with this provision shall not preclude the Company from pursuing any other remedies available to the Company.

In no event shall the Company provide coverage under the Policy beyond the date a person's eligibility ended, unless coverage is continued in accordance with the terms of the Policy. If coverage is continued in accordance with the terms of the Policy, and the applicable premium is paid for such coverage, and the obligation to reimburse the Company for claims as described herein shall not apply.

# United of Omaha Life Insurance Company

If required by state law, Countersigned by:

Licensed Resident Agent

# ELIGIBILITY ADDENDUM

# Effective Date: January 1, 2015

If anything in the policy conflicts with the State Group Coverage Discontinuance and Replacement law, insurance for present employees will be in accord with that law.

# **PREMIUM RIDER**

This rider is made a part of Group Policy GLUG-AKKC.

This rider is effective January 1, 2015.

The premiums for the policy will be as follows:

# CLASSIFICATION(S)

All Eligible JEA and St. Johns River Power Park appointed Employees and JEA appointed ER Employees

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

All Eligible Employees in the JEA Supervisor Association in business unit 063

All Eligible Professional Employees, Association Employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

All Eligible AFSCME Temporary Employees in business unit 179 and Northeast Florida Public Employees' Local 630 LIUNA temporary Employees in business unit 190

All Eligible JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

# LIFE INSURANCE PREMIUM

Employee .....\$.169 per month for each \$1,000 of insurance

# HEALTH INSURANCE PREMIUM

The monthly premium for Accidental Death and Dismemberment Benefits is:

Employee .....\$.020 per month for each \$1,000 of insurance

# RATE GUARANTEE DATE

January 1, 2017

Notwithstanding anything to the contrary in the GRACE PERIOD provision in the Policy, the Policyholder and the Company agree as follows:

If, in addition to this Policy, the Policyholder has any other insurance policy ("Insurance Policy") or Administrative Services Agreement or other type of service agreement ("Service Agreement") with the Company or any affiliate of the Company, and an administration fee or other payment described in a Service Agreement ("Fee") is not paid in full by the required due date or premium is not paid in full during the grace period for this Policy or an Insurance Policy, the total amount of premium and Fees paid for this Policy and each Insurance Policy and Service Agreement during the month in which the premium or Fee is not paid in full ("the Delinquent Month") will be allocated to this Policy and each Insurance Policy and Service Agreement on a pro-rata basis.

The amount of premium and Fees allocated to this Policy and each Insurance Policy and Service Agreement will be determined by multiplying (a) the amount of premium due for this Policy and each Insurance Policy during the Delinquent Month and the amount of Fees due for each Service Agreement during the Delinquent Month by (b) the percentage equal to (i) the total amount of premium and Fees paid for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month divided by (ii) the total amount of premium and Fees due for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month divided by (ii) the total amount of premium and Fees due for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month.

The Policyholder and the Company acknowledge and agree that the method of allocating premium and Fees described in this provision will result in (a) the full amount of premium not being paid during the grace period for this Policy and each Insurance Policy, and (b) the full amount of Fees not being paid by the required due date for each Service Agreement. Accordingly, notwithstanding anything to the contrary in this Policy or any Insurance Policy or Service Agreement, the following will occur:

- 1. This Policy and any other Insurance Policy will automatically terminate on the date described in this Policy and such other Insurance Policy for non-payment of premium; and
- 2. Any Service Agreement will automatically terminate at the end of the Delinquent Month.

Dated: January 15, 2015

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

# YOUR GROUP LONG-TERM DISABILITY BENEFITS



#### FOR EMPLOYEES OF:

JEA

#### CLASS(ES):

All Eligible Active Full Time SJRPP Employees

#### **REVISION EFFECTIVE DATE:**

January 1, 2015

#### **PUBLICATION DATE:**

January 31, 2017

# NOTICE(S)

# THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF FLORIDA.

#### **FRAUD WARNING**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-877-5176 www.mutualofomaha.com

When contacting Us, please have Your Policy number available.

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# CERTIFICATE OF INSURANCE

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy Number GLTD-AKKC (the Policy) has been issued to JEA (the Policyholder).

Insurance is provided for Employees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without Your consent or notice to You.

This Certificate replaces any certificate previously issued under the Policy.

Kannes T. Blackledge Chief Executive Officer

Richard C. ander

Corporate Secretary

# SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Certificate. Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### POLICY INFORMATION

Policyholder: Policy Effective Date: Policy Anniversary: Policy Number: Group Number: Policy Year: Classification: Minimum Work Hours Required: Eligibility Present Waiting Period: Eligibility Future Waiting Period: When Insurance Begins:

**Elimination Period:** 

#### BENEFITS

Monthly Benefit Percentage: Maximum Monthly Benefit: Minimum Monthly Benefit: Maximum Benefit Period:

Own Occupation Definition: Survivor Benefit: Vocational Rehabilitation Benefit: JEA January 1, 2015 January 1 GLTD-AKKC G000AKKC January 1 through January 1 All Eligible Active Full Time SJRPP Employees 30 hours per week none none the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Certificate. The later of:

- a) 180 Dayscalendar days; or
- b) the date Your short-term Disability ends.

\$5,000\$100Age at DisabilityMaximum Benefit Period61 or lessto age 65, Your SSNRA, or 3 years and 6 months, whichever is longest;62Your SSNRA, or 3 years and 6 months, whichever is longer;63Your SSNRA, or 3 years, whichever is longer;64Your SSNRA, or 2 years and 6 months, whichever is longer;652 years;661 year and 9 months;671 year and 6 months;1 year and 3 months;1 year.2 years 3 months1 year.	60%	
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69 or older 1 year. 2 years 3 months	67	1 year and 6 months;
2 years 3 months	68	1 year and 3 months;
3 months	69 or older	1 year.
	2 years	
Voluntary 10%	3 months	
· · · · · · · · · · · · · · · · · · ·	Voluntary 10%	

#### LIMITATIONS/EXCLUSIONS

Alcohol/Drug Abuse/Substance Abuse Limitation: 24 months

24 months 12/12

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Basic Monthly Earnings* for salaried Employees means Your gross annual salary from the Policyholder in effect on the day immediately prior to the date on which Your Disability began, divided by 12.

Basic monthly earnings for hourly Employees means Your hourly rate of pay from the Policyholder in effect on the day immediately prior to Your Disability multiplied by the average number of hours You worked per month, not including overtime, during the 12 month period immediately prior to the date on which Your Disability began. If You were employed with the Policyholder for a period of less than 12 months, basic monthly earnings means Your hourly rate of pay multiplied by the average number of hours You worked per month.

Basic monthly earnings is verified by premium We have received.

Basic monthly earnings includes Employee contributions to Deferred Compensation plans received from the Policyholder.

Basic monthly earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, Differentials, and other extra compensation received from the Policyholder.

Proof of Earnings is required.

*Differentials* mean additional compensation You receive from the Policyholder for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

- a) shift differentials;
- b) hazardous duties differentials;
- c) pay for longevity;
- d) on-call pay;
- e) lead nurse differentials;
- f) English as a Second Language (ESL) differentials;
- g) charge pay;
- h) weekend differentials;
- i) coaching and other extra curricular activities compensation; and
- j) on-call differentials.

Other Income Source(s) has the meaning set forth in the Other Income Sources provision of this Schedule.

*Recurrent Disability* means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Monthly Benefit under the Policy.

*Reimbursement Agreement* means the written agreement that We provide to You under which You agree to repay Us any overpayment resulting from Your or Your Spouse's or child(ren)'s receipt of Other Income Sources.

Social Security Normal Retirement Age (SSNRA) means Your normal retirement age under the U. S. Social Security Act determined as follows:

Year of Birth	Social Security Normal Retirement Age
1937 or earlier	65 years;
1938	
1939	
1940	
1941	
1942	
1943 through 1954	
1955	
1956	
1957	

1958	
1959	2
1960 or later	5

NOTE: Your Social Security Normal Retirement Age may change subject to any changes to the U.S. Social Security Act.

#### **ELIMINATION PERIOD**

The Elimination Period is the later of:

- a) 180 calendar days; or
- b) the date Your short-term Disability ends.

For purposes of accumulating days of Disability to satisfy the Elimination Period, the following will apply:

- a) a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 180 accumulated days during the Elimination Period; and
- b) days in which You return to work for a full work day as verified by Policyholder records will not count towards the Elimination Period.

The Elimination Period begins on the first day of Disability. If You are not continuously Disabled, the Elimination Period must be satisfied within a period of time which does not exceed two times the length of the Elimination Period; otherwise, a new Elimination Period will apply.

#### **RECURRENT DISABILITY**

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

- a) You were continuously insured under the Policy from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
- b) Your Recurrent Disability occurs within 180 days after the date benefits ended for Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other Policyholder sponsored group long-term disability income policy or plan.

#### MONTHLY BENEFIT

#### **Total Disability**

If You are Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit while Disabled is the lesser of:

- a) 60% of Your Basic Monthly Earnings, less Other Income Sources; or
- b) the Maximum Monthly Benefit, less any Other Income Sources.

#### **Partial Disability**

You may work for wage or profit and, after a Monthly Benefit has been paid for 2 years, receive up to 85% of Your Basic Monthly Earnings while Disabled. As an incentive to work while Disabled, You will receive the Monthly Benefit for Total Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit for Partial Disability will be reduced by that excess amount.

#### **MINIMUM BENEFIT**

As long as You are Disabled Your Monthly Benefit will never be less than \$100, unless We reduce the Monthly Benefit to recover an overpayment. If We reduce the Monthly Benefit to recover an overpayment, Your Monthly Benefit may be reduced to zero until We fully recover the overpayment.

When less than one month of Disability benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit will be equal to 1/30th of Your Monthly Benefit.

#### VOLUNTARY VOCATIONAL REHABILITATION BENEFIT

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by 10%.

#### MAXIMUM BENEFIT PERIOD

If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability 61 or less	Maximum Benefit Period
62	or 3 years and 6 months, whichever is longest;
02	or 3 years and 6 months, whichever is longer;
63	or 3 years,
64	whichever is longer; Your SSNRA, or 2 years and 6 months,
65	whichever is longer;
66	1 year and 9 months;
67 68	1 year and 3 months;
69 or over	1 year.

#### **OTHER INCOME SOURCES**

We take into account the total of all Your income from other sources of income in determining the amount of Your Monthly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability:

- a) Any amount under:
  - 1. a workers' compensation law;
  - 2. an occupational disease law;
  - 3. the Jones Act, (46 U.S.C. Statute 688(a) (1920)); or
  - 4. any other act or law of like intent to the laws described in 1, 2 or 3 above.
- b) Any amount under another group short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost or for which the Policyholder has made payroll deductions, except any group short-term or long-term disability insurance policy or plan underwritten by United of Omaha Life Insurance Company.
- c) Any amount as disability income payments under any:
  - 1. state compulsory benefit act or law;
  - 2. government retirement system as a result of Your job with the Policyholder; or

- 3. work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
- d) Any amount of benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.
- e) Any benefits for You or Your Spouse and Dependent Child under:
  - 1. the U.S. Social Security Act;
    - 2. the Canada Pension Plan;
    - 3. the Quebec Pension Plan;
    - 4. the Railroad Retirement Act;
    - 5. any public employee retirement plan;
  - 6. any teachers employment retirement plan; or
  - 7. any similar plan or act that provides:
    - a. Disability benefits; or
      - b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
- f) Any amount payable as:
  - 1. salary continuance, except
    - a. paid time off (PTO) that is not specified as sick leave;
    - b. vacation;
    - c. any earned time off program;
  - 2. sick leave; or
  - 3. severance allowance.
- g) Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.
- h) Any amount from any unemployment insurance law or program.

#### **EXPLANATION OF OTHER INCOME SOURCES**

You must apply for Other Income Sources for which You are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If Your application is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Sources, We will not further reduce Your Monthly Benefit due to any cost of living increases payable under such type of Other Income Sources.

Other Income Sources that are paid in a lump sum will be prorated on a monthly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

- a) the Policy's Maximum Benefit Period; or
- b) 60 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Monthly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and the Policyholder's contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Monthly Benefit if You:

- a) apply for Other Income Sources; and
- b) sign Our Reimbursement Agreement.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Sources, We may:

- a) estimate Your Other Income Sources; and
- b) reduce Your Monthly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore Your Monthly Benefit amount and refund any underpayment to You in a lump sum.

#### ASSISTANCE WITH FILING FOR SOCIAL SECURITY DISABILITY BENEFITS

We can arrange for advice regarding Your claim for Social Security disability benefits and assist You with Your application or appeal. In order to be eligible for assistance, You must be receiving Monthly Benefits from Us.

Receiving Social Security disability benefits may enable:

- a) You to receive Medicare after 24 months of disability payments;
- b) You to protect Your Social Security retirement benefits; and
- c) Your family to be eligible for Social Security disability benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

- a) helping You find appropriate representation;
- b) obtaining medical and vocational evidence; and
- c) reimbursing pre-approved case management expense.

# ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Actively Working, Active Work means an Employee is performing the normal duties of his or her Regular Job for the Policyholder on a regular and continuous basis 30 or more hours each week. An Employee will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

Prior Plan means any group disability plan or individual worksite disability plan of benefits:

- a) replaced by insurance under part or all of the Policy; and
- b) in effect and maintained or sponsored by the Policyholder on the day before the Policy Effective Date.

*Written Request* means a request that is signed, dated and submitted to the Policyholder. The request must be on a form We supply or be in a form and content acceptable to Us.

#### WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR INSURANCE

An Employee who is Actively Working on the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

An Employee who is hired after the Policy Effective Date becomes eligible for insurance under the Policy on the day the Employee begins Active Work.

The day on which an Employee becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.

#### CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER

If You are not Actively Working on the Policy Effective Date due to Injury or Sickness, upon payment of the premium, You will be insured under the Policy if You:

- a) were covered under a Prior Plan on the day before the Policy Effective Date; and
- b) resume Active Work.

#### EFFECT OF A PRE-EXISTING CONDITION WITH PRIOR COVERAGE

#### Prior Group Disability Plan Coverage Maintained by the Policyholder

If You become insured under the Policy on the Policy Effective Date and were covered under a prior group disability plan on the day before the Policy Effective Date, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under the prior group disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of the benefit:
  - 1. that would have been paid under the prior group disability plan; or
  - 2. payable under the Policy.
- b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or of the prior group disability plan, no benefit under the Policy will be payable.

#### Prior Group Disability Plan Coverage Not Maintained by the Policyholder

If You become insured under the Policy after the Policy Effective Date and were covered under an employer's group long-term disability plan provided by Your previous employer, and not maintained by the Policyholder, within 31 days prior to the day You become employed with the Policyholder, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under Your prior group disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of the benefit:
  - 1. that would have been paid under Your prior group long-term disability plan; or
  - 2. payable under the Policy.
- b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or Your prior group long-term disability plan, no benefit under the Policy will be payable.

In order to qualify under this provision, You must provide the following supporting documentation within 31 days from the date We request this information:

- a) a copy of Your prior employer's long-term disability plan; and
- b) payroll records or other documentation verifying prior group long-term disability coverage under Your prior employer's plan.

#### WHEN INSURANCE BEGINS

An eligible Employee will become insured on the day the Employee begins Active Work.

If the Employee is not Actively Working on the day insurance would otherwise begin, insurance will begin on the day the Employee returns to Active Work.

#### EXCEPTIONS TO WHEN INSURANCE BEGINS

This provision does not apply if the Employee is eligible for coverage under the Continuity of Insurance Upon Transfer of Insurance Carrier provision.

Insurance for an Employee who has an Injury or Sickness and is confined:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until the day the Employee returns to Active Work.

#### **CHANGES TO INSURANCE BENEFITS**

Any allowable change in Your classification or amount of insurance, whether requested by You or the Policyholder, or as a result of the terms of the Policy, will take effect on the first day of the month that follows the date of the request or the change.

#### WHEN INSURANCE ENDS

Insurance will end on the earliest of the day:

- a) You are no longer eligible for insurance under the Policy;
- b) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less);
- c) the Policy terminates; or
- d) insurance ends in accordance with the Grace Period provision.

If You are Disabled on the day the Policy terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

#### EXCEPTIONS TO WHEN INSURANCE ENDS

If insurance for You ends but the Policy is in effect, You may be able to continue or obtain insurance under one of the following provisions:

- a) Continuation of Insurance During Disability
- b) Continuation of Insurance Under the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA)

#### CONTINUATION OF INSURANCE DURING DISABILITY

If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, except that premium must be paid during the Elimination Period. Premium will be waived from the first day of the month following the end of the Elimination Period through the last day of the month in which Your last Disability benefit payment under the Policy is issued.

# CONTINUATION OF INSURANCE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

The federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Contact the Policyholder for additional information regarding any other continuation options that may be available.

# LONG-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Participation in a Riot* means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

#### LONG-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while insured under the Policy, We will pay the Monthly Benefit shown in the Schedule in accordance with the terms of the Policy. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

#### SURVIVOR BENEFIT

We will pay a Survivor Benefit to Your Eligible Survivor when We receive proof that You died:

- a) after being Disabled; and
- b) while receiving or eligible to receive a Monthly Benefit under the Policy.

The Survivor Benefit will be payable as a lump sum amount equal to 3 times Your Monthly Benefit for the month immediately prior to Your death.

If a Survivor Benefit is payable to Your Dependent Child and, if there is more than one such Dependent Child, then the Survivor Benefit will be divided equally among such Dependent Children.

If payment becomes due to Your Dependent Child or Dependent Children, the payment will be made to:

- a) Your Dependent Child; or
- b) a person legally authorized to receive payments or the Dependent Child's or Dependent Children's behalf. This payment will be valid and effective against all claims by the Dependent Child or Dependent Children or by others representing or claiming to represent such Dependent Child or Dependent Children.

If there are no Eligible Survivors, the Survivor Benefit will be paid to Your estate.

Any payment made in good faith will fully discharge Us to the extent of the payment.

#### VOLUNTARY VOCATIONAL REHABILITATION PROVISION

If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- a) worksite modification and/or special equipment;
- b) job placement;
- c) retraining; and
- d) other services reasonably necessary to help You return to work.

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- a) Your Disability must not allow You to perform Your Regular Occupation;
- b) You must have the physical and mental capability to complete a rehabilitation program; and

c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

We will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician and the Policyholder. The IWRP will describe:

- a) the vocational rehabilitation goals and services;
- b) the responsibilities of Us, You and any third parties associated with the IWRP;
- c) the times and dates of the vocational rehabilitation services; and
- d) all costs associated with the services.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

While You are a participant in an IWRP, Monthly Benefits will continue to be payable subject to reduction by Other Income Sources. Eligibility for continued Monthly Benefits will be assessed at the completion of the IWRP.

#### LIMITATIONS

#### Alcohol and Drug Abuse and/or Substance Abuse

If You are Disabled and Your Disability is a result of Alcohol or Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as resident inpatient in a Hospital due to Your dependency at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.

#### **Mental Disorder**

If You are Disabled and Your Disability is a result of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital due to Your Mental Disorder at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.

#### WHEN DISABILITY BENEFITS END

Benefits will be paid during a period of Disability until the earliest of the day:

- a) You are no longer Disabled;
- b) You die;
- c) on which the Maximum Benefit Period ends as shown in the Schedule;
- d) You fail to provide Us satisfactory proof of continuous Disability;
- e) You fail to provide Us satisfactory Proof of Earnings;
- f) You have been incarcerated or imprisoned for 31 days or longer;
- g) You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability;
- i) You are able to return to work with the Policyholder on a part-time or Full-Time basis and do not do so; or
- j) We have paid You 12 Monthly Benefit payments, if You reside outside the U.S., its territories or possessions, or Canada. You will be considered to reside outside the U.S., its territories or possessions, or Canada if You have been outside the U.S., its territories or possessions, or Canada for a total of six months or more during any twelve consecutive month period during which You were continuously Disabled.

If You are eligible to receive Disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

#### **PRE-EXISTING CONDITION EXCLUSION**

A *Pre-existing Condition* means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the 12 months prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition which begins in the first 12 months after You are continuously insured under the Policy.

#### EXCLUSIONS

We will not pay benefits for any Disability or loss which:

- a) results from an act of declared or undeclared war or armed aggression;
- b) results from Your Participation in a Riot or Your commission of or attempt to commit a felony or any type of assault or battery;
- c) results, whether You are sane or insane, from:
  - 1. an intentionally self-inflicted Injury or Sickness; or
  - 2. attempted suicide;
- d) results from Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Limitations Section;
- e) results from a Mental Disorder, except as specifically provided in the Limitations Section;
- f) is caused by Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;
- g) occurs while You are incarcerated or imprisoned for any period exceeding 31 days; or
- h) is solely a result of a loss of a professional license, occupational license, or certification.

# **PREMIUM PAYMENTS**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### **GRACE PERIOD**

All premiums for insurance under the Policy must be paid within the grace period. There is a grace period of 60 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 60-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the Policyholder provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

#### **PREMIUM CHANGES**

If You request a change in the amount of insurance, the Policyholder will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, the Policyholder will provide You with notice of the change at least 45 days prior to the date of the change.

Premium amounts will change if premium rates under the Policy are changed.

# **PAYMENT OF CLAIMS**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to: Benefits Administrator JEA 21 W Church St. T-6 Benefits Jacksonville, Florida 32202

You will be responsible for any fees charged by Your Physician for completing a claim form.

#### **CLAIM ASSISTANCE**

For assistance with filing a claim or an explanation of how a claim was paid, contact: United of Omaha Life Insurance Company Group Disability Management Services Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-877-5176

#### PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, from Us or obtained on Our website. A request for a claim form should be made within 20 days after a Disability occurs or as soon as reasonably possible. If You do not receive a claim form within 15 days of Your request, You can provide a written statement to Us, stating:

- a) that You are under the Regular and Appropriate Care and Treatment of a Physician;
- b) the appropriate documentation of Your job duties at Your Regular Occupation and Your Basic Monthly Earnings;
- c) the date Your Disability began;
- d) the cause of your Disability;
- e) any restrictions and limitations preventing You from performing Your Regular Occupation; and
- f) the name and address of any attending Physician, Hospital or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to Us within 90 days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that 90-day period; and
- b) proof is furnished as soon as reasonably possible, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.

Proof of continued Disability, Regular and Appropriate Care and Treatment of a Physician and any Other Income Sources must be given to Us, upon request. This proof must be received within 90 days of Our request. If it is not, benefits may be denied or suspended.

#### ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS

We may occasionally require You to be examined by a Physician or vocational rehabilitation expert of Our choice to assist in determining whether benefits are payable. We will pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment cancellation within the required amount of time

specified by the examiner. We may recover this fee by reduction of benefits that are payable. We will not require more than a reasonable number of examinations.

Disability and other benefits will be paid no more than 45 days after We receive acceptable proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays;
- d) Proof of Earnings; and
- e) other diagnostic aids.

#### MODE OF PAYMENT FOR DISABILITY

Disability benefits will be paid by Us monthly after We receive acceptable proof of Disability. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

- a) Your Eligible Survivor; or
- b) Your estate.

#### **REFUND TO US**

If it is found that We paid more benefits than We should have paid under the Policy, We have the right to a refund from You or the recipient of benefits.

We also have a right to a refund for any payments due to:

- a) fraud or misrepresentation;
- b) any error We make in processing a claim; or
- c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including without limitation, reducing or withholding Your Monthly Benefit or any benefits payable to You under any other disability insurance policy issued by Us. We will credit these payments to the refund until the refund is fully recovered.

#### **AUTHORITY TO INTERPRET POLICY**

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, You or any other third party.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, United of Omaha Life Insurance Company and any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this Policy.

You or Your beneficiary has the right to request a review of Our decision. If, after exercising the Policy's review procedures, You or Your beneficiary's claim for benefits is denied or ignored, in whole or in part, You or Your beneficiary may file suit and a court will review Your or Your beneficiary's eligibility or entitlement to benefits under the Policy.

# **CLAIM REVIEW AND APPEAL PROCEDURES**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

*Claimant* means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

#### **CLAIM REVIEW PROCEDURES**

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

#### **INITIAL CLAIM DECISION**

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

- a) initial claim decision period: 45 days unless additional information is requested as set forth below;
- b) extension period: 30 days; and
- c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

#### CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

- a) the specific reason(s) for the denial;
- b) reference to the specific Policy provisions on which the denial is based;
- c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

#### **OPPORTUNITY TO REQUEST AN APPEAL**

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

- a) the Claimant's name;
- b) the name of the person filing the appeal if different from the Claimant;
- c) the Policy number; and
- d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

- a) was relied upon in making the claim decision;
- b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

#### **RESPONSE TO APPEALS**

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

- a) information regarding the decision; and
- b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# **STANDARD PROVISIONS**

#### **INSURANCE CONTRACT**

The insurance contract consists of:

- a) the Policy;
- b) the Policyholder's signed application attached to the Policy; and
- c) any application signed by You.

Statements in an application are considered representations and not warranties. We will not use any statements in Your application to deny a claim or to contest the validity of this insurance unless We provide You with a copy of that application.

#### CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require Your consent; and
- b) must be:
  - 1. in writing;
    - 2. made a part of the Policy; and
    - 3. signed by Our authorized representative in Our home office.

A change may affect any class of Employees included in the Policy.

#### INCONTESTABILITY

We will not use any statements in Your application to contest the validity of this insurance after it has been in-force during Your lifetime for two years.

#### LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given proof of loss. No legal action can be brought more than 5 years after the date proof of loss is required, unless otherwise required by state law in Your state of residence.

# **GENERAL DEFINITIONS**

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Certificate.

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Alcohol and Drug Abuse and/or Substance Abuse means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as an alcohol or drug related condition or disease.

*Certificate* means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

*Current Earnings* means any actual pre-tax monthly income You receive while You are working and eligible to receive a Monthly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We may average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Basic Monthly Earnings allowed by the Policy. A Monthly Benefit will not be payable for any month during which Your current earnings exceed that percentage.

*Deferred Compensation* means contributions You make through a salary reduction agreement with Policyholder to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

- a) 401(k);
- b) 403(b);
- c) 408(k); or
- d) 457.

#### Dependent Child means:

- a) Your natural born or legally adopted child;
- b) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
- c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

- a) a child who is married, in a domestic partnership, in a civil union partnership or equivalent, as recognized and allowed by federal law, or by state law in a child's state of residence;
- b) a child who has been legally adopted by another person; or
- c) a child:
  - 1. temporarily living in Your home;
  - 2. placed in Your home by a social service agency which retains control over the child; or
  - 3. who has a natural parent in a position to exercise parental responsibility and control.

*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which:

- a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and
- b) after the Elimination Period, You are:
  - 1. prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and
  - 2. unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness.

After a Monthly Benefit has been paid for 2 years, *Disability* and *Disabled* mean You are unable to perform all of the Material Duties of any Gainful Occupation.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with the Policyholder.

*Eligible Survivor* means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.

*Elimination Period* means the number of days of Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.

*Employee* means a person who is:

- a) a citizen or permanent resident of the United States; or
- b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and
- c) receiving compensation from the Policyholder for work performed for the Policyholder at:
  - 1. the Policyholder's usual place of business;
  - 2. an alternative work site at the direction of the Policyholder; or
  - 3. a location to which the employee must travel to perform the job.

An employee does not include a person:

- a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from Our authorized representative in Our home office;
- b) working on a seasonal or temporary basis; or
- c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

Full-Time means working the required number of hours to be considered a full-time employee of the Policyholder.

Gainful Occupation means an occupation for which You are reasonably fitted by training, education or experience.

*Gross Monthly Benefit* means Your Monthly Benefit amount before any reduction for Other Income Sources and Current Earnings.

*Hospital* means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

*Injury* means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are insured under the Policy.

*Material Duties* means the essential tasks, functions, and operations relating to an occupation that cannot be reasonably omitted or modified. In no event will We consider working an average of more than the required Full-Time hours per week in itself to be a part of material duties. One of the material duties of Your Regular Occupation is the ability to work for an employer on a full-time basis.

Maximum Capacity means, based on Your medical restrictions and limitations:

- a) during the first 24 months of Disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and
- b) after 24 months of Disability payments, the greatest extent of work You are able to do in any occupation that is reasonably available and for which You are reasonably fitted by education, training, or experience.

Maximum Monthly Benefit means the maximum dollar amount of disability benefit You may receive per month as shown in the Schedule.

*Medically Necessary* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- c) provided in accordance with generally accepted national professional standards and/or medical practice.

*Mental Disorder* means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental disorder. Not included in this definition are conditions or diseases related to Alcohol and Drug Abuse and/or Substance Abuse.

Monthly Benefit means the amount of disability benefit You may receive per month as described in the Schedule.

Our, We, Us means United of Omaha Life Insurance Company.

Physician means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- b) a licensed doctoral clinical psychologist;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) a naturopathic doctor;
- b) an acupuncturist;
- c) a physician in training; or
- d) You, Your Spouse, any person who lives with You, a child, brother, sister or parent of You or Your Spouse.

*Plan Administrator* means the person or entity designated as the plan administrator for the Policyholder's group disability welfare benefit plan.

Policy means the group policy issued to the Policyholder by Us, including this Certificate.

Policy Anniversary means January 1 of each Policy Year.

Policy Effective Date means January 1, 2015.

*Policy Year* means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

Policyholder's Retirement Plan means any Retirement Plan:

- a) which is part of any federal, state, county, municipal, or association retirement system; and
- b) for which You are eligible as a result of employment with the Policyholder.

Proof of Earnings means:

- a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
- b) payroll records; and
- c) any other records We request.

*Regular and Appropriate Care and Treatment* means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:

- a) Medically Necessary;
- b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
- c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

*Regular Occupation* means the occupation You are routinely performing when Your Disability begins. Your regular occupation is not limited to Your specific position held with the Policyholder, but will instead be considered to be a similar position or activity based on job descriptions included in the most current edition of the U.S. Department of Labor Dictionary of Occupational Titles (DOT). We have the right to substitute or replace the DOT with another service or other information that We determine to be of comparable purpose, with or without notice. To determine Your regular occupation, We will look at Your occupation as it is normally performed in the national economy, instead of how work tasks are performed for a specific employer, at a specific location, or in a specific area or region.

#### Retirement Plan means a plan which:

- a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
  - 1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or
  - 2. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
- b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.

*Sickness* means a disease, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

*Spouse* means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

You, Your means the Employee who is insured under the Policy.

Group Long-Term Disability Benefits

JEA

Group Number: G000AKKC

United of Omaha Life Insurance Company

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175



A MUTUAL of OMAHA COMPANY

# **GROUP LONG-TERM DISABILITY CERTIFICATE SUMMARY**



This summary describes some of the terms and conditions of the Policy. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate, available from the Policyholder. A person is not necessarily entitled to insurance because he or she received this summary. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Policy. This summary was published on January 31, 2017.

#### **POLICY INFORMATION**

Policyholder: Policy Effective Date: Policy Anniversary: Policy Number: Group Number: Policy Year: Classification: Minimum Work Hours Required: Eligibility Present Waiting Period: Eligibility Future Waiting Period: When Insurance Begins:

Elimination Period:

#### **BENEFITS**

Monthly Benefit Percentage: Maximum Monthly Benefit: Minimum Monthly Benefit: Maximum Benefit Period:

Own Occupation Definition: Survivor Benefit: Vocational Rehabilitation Benefit: JEA January 1, 2015 January 1 GLTD-AKKC G000AKKC January 1 through January 1 All Eligible Active Full Time SJRPP Employees 30 hours per week none none the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Certificate. The later of: a) 180 Dayscalendar days; or

- b) the date Your short-term Disability ends.

60%	
\$5,000	
\$100	
Age at Disability	Maximum Benefit Period
61 or less	to age 65, Your SSNRA, or
	3 years and 6 months,
	whichever is longest;
62	Your SSNRA, or 3 years
	and 6 months, whichever
	is longer;
63	Your SSNRA, or 3 years,
	whichever is longer;
64	Your SSNRA, or 2 years
	and 6 months, whichever
	is longer;
65	2 years;
66	1 year and 9 months;
67	1 year and 6 months;
68	1 year and 3 months;
69 or older	1 year.
2 years	
3 months	
Voluntary 10%	

#### LIMITATIONS/EXCLUSIONS

Alcohol/Drug Abuse/Substance Abuse Limitation:	24 months
Mental Disorder Limitation:	24 months
Pre-existing Condition Exclusion:	12/12



Home Office: Mutual of Omaha Plaza, Omaha, Nebraska 68175

This Policy is issued to JEA (the "Policyholder").

This Policy is a legal contract between the Policyholder and Us. It is issued in consideration of payment of premiums and the Policyholder's application.

This Policy will be interpreted under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This Policy is issued in the State of Florida. To the extent state law is not preempted by ERISA, and only to that extent, this Policy will also be interpreted under the law of the State of Florida, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this Policy which is in conflict with the applicable laws of the State of Florida is changed to conform to the minimum requirements of that State's laws.

This Policy is effective January 1, 2015 at the Policyholder's main office.

We agree to pay benefits subject to the terms, conditions, and limitations of this Policy.

The Certificate is made a part of this Policy.

#### **GROUP POLICY NO. GLTD-AKKC**

As Revised January 1, 2015

Publication Date: January 31, 2017

Tomes T. Blackledge Chief Executive Officer

Richard C. ander

Corporate Secretary

# **GENERAL PROVISIONS**

Capitalized terms are defined in the Certificate or other documents made a part of this Policy.

#### **PREMIUM CHANGES**

We reserve the right to change premium rates any time after:

- a) the most recent premium rate guarantee date described in this Policy;
- b) there is an increase or decrease of 10% or more in the Policyholder's Employee population or the number of Employees insured under this Policy;
- c) Our liability or cost of administration is changed due to a change in federal, state, or local law;
- d) this Policy's terms are changed; or
- e) there is a change which materially affects the risk assumed for insurance provided by this Policy.

We must give the Policyholder at least 90 days advance Written Notice of any premium rate change.

#### **PAYMENT OF PREMIUMS**

The premium for this Policy equals the sum of the individual premiums for each Insured Person. The first premium is due on the effective date of this Policy. Subsequent premiums are due on the first day of each subsequent month or other modal period agreed to in writing by an authorized representative in Our home office. Premium payments must be made to Our home office or to a location We designate, using a payment method We accept. We will consider premium to be paid on the date We receive it.

#### **GRACE PERIOD**

This Policy has a 60 day grace period. This means that, except for the initial premium, if the premium is not paid on or before the date it is due, it may be paid in the 60-day period that follows. This Policy will stay in force during the grace period, unless the Policyholder gives Us written notice that this Policy will terminate during the grace period. If We receive such notice, We will terminate this Policy on the date requested.

#### TERMINATION

Following at least 60 days advance written notice to the Policyholder, We have the right to terminate this Policy:

- a) if the number of Employees insured is less than 10 or less than 100% of those eligible for insurance;
- b) any time after the most recent premium rate guarantee date described in this Policy; or
- c) if the Policyholder does not perform any of its duties under this Policy.

The Policyholder has the right to terminate this Policy at any time. The Policyholder must give Us written notice of at least 31 days before the date this Policy is to terminate, unless the Policyholder gives Us written notice that this Policy will terminate during the grace period.

This Policy will automatically terminate at the end of the grace period if the Policyholder fails to pay its portion of the premium.

If this Policy terminates for any reason:

- a) all unpaid premiums up to the date of termination are due, including premiums for the grace period or any part of the grace period; and
- b) all unpaid premiums are due no later than the date of termination.

Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

#### **REINSTATEMENT AFTER TERMINATION**

If this Policy terminates for any reason, the Policyholder may request to reinstate it. We will reinstate only if:

- a) an authorized representative in Our home office agrees in writing to reinstate this Policy;
- b) the Policyholder agrees in writing to accept any written conditions of reinstatement that We impose;
- c) all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
- d) the premium due from the date of reinstatement until the next premium due date is paid.

#### CERTIFICATES

We will issue the Policyholder a Certificate for delivery to each Insured Person. The Certificate describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under this Policy.

#### MISSTATEMENT OF AGE OR GENDER

If an Insured Person's age or gender is misstated, We may adjust the premium or the benefits payable. An adjustment of the benefits payable will be based on what the premium would have purchased at the correct age or gender.

#### INCONTESTABILITY

We will not contest this Policy after it has been in force two years, except for nonpayment of premium.

#### POLICYHOLDER RESPONSIBILITIES

The Policyholder will notify each Insured Person and Us when insurance under this Policy ends if this Policy is terminated and is not replaced by another policy or plan with no interruption in coverage.

Notice shall be provided within 31 days from the date insurance ends. Notice to the Insured Person shall include information about any options available to continue or obtain insurance.

The Policyholder is responsible for keeping the following records:

- a) persons insured by classification and any persons eligible but not insured;
- b) the amount of money the Policyholder contributes toward premiums;
- c) beneficiary designation information, if applicable; and
- d) any other information which We may reasonably request.

The Policyholder will provide Us with copies of these records upon request. These records must be open to Us for inspection at any reasonable time. The Policyholder will provide, as We require, any information on Our forms which is needed for insurance administration.

The Policyholder is responsible for enrolling eligible persons for coverage under this Policy and performing other administrative duties agreed to by Us. The Policyholder will perform its responsibilities in accordance with the terms of this Policy and Our policies and procedures. The Policyholder may delegate some of its responsibilities to a third party. The Policyholder agrees to indemnify and hold Us harmless from and against any and all claims, actions, damages, liability and expenses, including, without limitation, reasonable attorneys' fees, arising from or related to the failure of the Policyholder, or a third party to whom the Policyholder has delegated its responsibilities, to perform its responsibilities in accordance with the terms of this Policy or Our policies and procedures.

#### ASSIGNMENT

No assignment of this Policy is binding upon Us unless an officer in Our home office agrees to it in writing and not until it is recorded with Us at Our home office.

## PREMIUM RIDER

This rider is made a part of Group Policy GLTD-AKKC.

This rider is effective January 1, 2015.

#### CLASS(ES)

All Eligible Active Full Time SJRPP Employees

#### LONG-TERM DISABILITY INSURANCE PREMIUMS

The monthly premium for long-term disability insurance is as follows:

\$0.23..... per \$100 of Monthly Covered Payroll

*Monthly Covered Payroll* means the total amount of basic monthly earnings for which all Employees are insured under the Policy.

#### RATE GUARANTEE DATE

January 1, 2018 or any date thereafter agreed to in writing by Our authorized representative in Our home office.

#### **PREMIUM ALLOCATION**

The total amount of premium paid or remitted by the Policyholder for this Policy and any other group insurance policy the Policyholder has with Us or any of Our affiliates ("Other Policy") will be allocated to this Policy and each Other Policy on a pro-rata basis. This means that if the Policyholder does not pay or remit the full premium that is due for this Policy or any Other Policy by the due date, the full amount of premium for this Policy and each Other Policy will be past due, resulting in termination of this Policy and each Other Policy in accordance with the applicable grace period for this Policy and each Other Policy.

#### **PUBLICATION DATE**

January 31, 2017

UNITED OF OMAHA LIFE INSURANCE COMPANY

Richard C. ander

**Corporate Secretary** 

# YOUR GROUP VOLUNTARY LONG-TERM DISABILITY BENEFITS



JEA

#### CLASS(ES):

All Eligible Active Full Time JEA Employees

#### **EFFECTIVE DATE:**

January 1, 2015

#### **PUBLICATION DATE:**

January 9, 2015

# NOTICE(S)

# THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF FLORIDA.

#### FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**КОТ** МитиаL#Отана If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-877-5176 www.mutualofomaha.com

When contacting Us, please have Your Policy number available.

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# **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy Number GUPR-AKKC (the Policy) has been issued to JEA (the Policyholder).

Insurance is provided for Employees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without Your consent or notice to You.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theany

Chairman of the Board and Chief Executive Officer

Corporate Secretary

## SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Certificate. Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### POLICY INFORMATION

Policyholder: Policy Effective Date: Policy Anniversary: Policy Number: Group Number: Classification: Minimum Work Hours Required: Eligibility Present Waiting Period: Eligibility Future Waiting Period: Elimination Period:

#### BENEFITS

Monthly Benefit Percentage: Maximum Monthly Benefit: Minimum Monthly Benefit: Maximum Benefit Period: JEA January 1, 2015 January 1 GUPR-AKKC G000AKKC All Eligible Active Full Time JEA Employees 30 hours per week None None The later of: a) 180 calendar days; or b) the date Your short-term Disability ends.

60% \$5,000 \$100	
Age at Disability	Maximum Benefit Period
61 or less	to age 65, Your SSNRA, or
	3 years and 6 months,
	whichever is longest;
62	Your SSNRA, or 3 years
	and 6 months, whichever
	is longer;
63	Your SSNRA, or 3 years,
	whichever is longer;
64	Your SSNRA, or 2 years
	and 6 months, whichever
	is longer;
65	2 years;
66	1 year and 9 months;
67	1 year and 6 months;
68	1 year and 3 months;
69 or older	1 year.
2 years	
3 months	
Voluntary 10%	

Own Occupation Definition: Survivor Benefit: Vocational Rehabilitation Benefit:

#### LIMITATIONS/EXCLUSIONS

Alcohol/Drug Abuse/Substance Abuse Limitation:	24 months
Mental Disorder Limitation:	24 months
Pre-existing Condition Exclusion:	12/12

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Basic Monthly Earnings* for salaried Employees means Your gross annual salary from the Policyholder in effect on the day immediately prior to the date on which Your Disability began, divided by 12.

Basic monthly earnings for hourly Employees means Your hourly rate of pay from the Policyholder in effect on the day immediately prior to Your Disability multiplied by the average number of hours You worked per month, not including overtime, during the 12 month period immediately prior to the date on which Your Disability began. If You were employed with the Policyholder for a period of less than 12 months, basic monthly earnings means Your hourly rate of pay multiplied by the average number of hours You worked per month.

Basic monthly earnings is verified by premium We have received.

Basic monthly earnings includes Employee contributions to Deferred Compensation plans received from the Policyholder.

Basic monthly earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, Differentials, and other extra compensation received from the Policyholder.

Proof of Earnings is required.

*Differentials* mean additional compensation You receive from the Policyholder for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

- a) shift differentials;
- b) hazardous duties differentials;
- c) pay for longevity;
- d) on-call pay;
- e) lead nurse differentials;
- f) English as a Second Language (ESL) differentials;
- g) charge pay;
- h) weekend differentials;
- i) coaching and other extra curricular activities compensation; and
- j) on-call differentials.

Other Income Source(s) has the meaning set forth in the Other Income Sources provision of this Schedule.

*Recurrent Disability* means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Monthly Benefit under the Policy.

*Reimbursement Agreement* means the written agreement that We provide to You under which You agree to repay Us any overpayment resulting from Your or Your Spouse's or child(ren)'s receipt of Other Income Sources.

Social Security Normal Retirement Age (SSNRA) means Your normal retirement age under the U. S. Social Security Act determined as follows:

Year of Birth	Social Security Normal Retirement Age
1937 or earlier	65 years;
1938	
1939	
1940	
1941	
1942	
1943 through 1954	
1955	
1956	
1957	

1958	
1959	2
1960 or later	5

NOTE: Your Social Security Normal Retirement Age may change subject to any changes to the U.S. Social Security Act.

#### **ELIMINATION PERIOD**

The Elimination Period is the later of:

- a) 180 calendar days; or
- b) the date Your short-term Disability ends.

For purposes of accumulating days of Disability to satisfy the Elimination Period, the following will apply:

- a) a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 180 accumulated days during the Elimination Period; and
- b) days in which You return to work for a full work day as verified by Policyholder records will not count towards the Elimination Period.

The Elimination Period begins on the first day of Disability. If You are not continuously Disabled, the Elimination Period must be satisfied within a period of time which does not exceed two times the length of the Elimination Period; otherwise, a new Elimination Period will apply.

#### **RECURRENT DISABILITY**

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

- a) You were continuously insured under the Policy from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
- b) Your Recurrent Disability occurs within 180 days after the date benefits ended for Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other Policyholder sponsored group long-term disability income policy or plan.

#### MONTHLY BENEFIT

#### **Total Disability**

If You are Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit while Disabled is the lesser of:

- a) 60% of Your Basic Monthly Earnings, less Other Income Sources; or
- b) the Maximum Monthly Benefit, less any Other Income Sources.

#### **Partial Disability**

You may work for wage or profit and, after a Monthly Benefit has been paid for 2 years, receive up to 85% of Your Basic Monthly Earnings while Disabled. As an incentive to work while Disabled, You will receive the Monthly Benefit for Total Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings;

exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit for Partial Disability will be reduced by that excess amount.

#### MINIMUM BENEFIT

As long as You are Disabled Your Monthly Benefit will never be less than \$100, unless We reduce the Monthly Benefit to recover an overpayment. If We reduce the Monthly Benefit to recover an overpayment, Your Monthly Benefit may be reduced to zero until We fully recover the overpayment.

When less than one month of Disability benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit will be equal to 1/30th of Your Monthly Benefit.

#### VOLUNTARY VOCATIONAL REHABILITATION BENEFIT

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by 10%.

#### MAXIMUM BENEFIT PERIOD

If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

Age at Disability	Maximum Benefit Period
61 or less	or 3 years and 6 months,
62	whichever is longest; Your SSNRA,
	or 3 years and 6 months, whichever is longer;
63	Your SSNRA,
	or 3 years, whichever is longer;
64	····· · · · · · · · · · · · · · · · ·
	or 2 years and 6 months, whichever is longer;
65	
66	1 year and 9 months;
67	1 year and 6 months;
68	5
69 or over	1 year.

#### **OTHER INCOME SOURCES**

We take into account the total of all Your income from other sources of income in determining the amount of Your Monthly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability:

- a) Any amount under:
  - 1. a workers' compensation law;
  - 2. an occupational disease law;
  - 3. the Jones Act, (46 U.S.C. Statute 688(a) (1920)); or
  - 4. any other act or law of like intent to the laws described in 1, 2 or 3 above.
- b) Any amount under another group short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost or for which the Policyholder has made payroll deductions, except any group short-term or long-term disability insurance policy or plan underwritten by United of Omaha Life Insurance Company.
- c) Any amount as disability income payments under any:
  - 1. state compulsory benefit act or law;
  - 2. government retirement system as a result of Your job with the Policyholder; or

- 3. work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
- d) Any amount of benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.
- e) Any benefits for You or Your Spouse and Dependent Child under:
  - 1. the U.S. Social Security Act;
    - 2. the Canada Pension Plan;
    - 3. the Quebec Pension Plan;
    - 4. the Railroad Retirement Act;
    - 5. any public employee retirement plan;
    - 6. any teachers employment retirement plan; or
    - 7. any similar plan or act that provides:
      - a. Disability benefits; or
        - b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
- f) Any amount payable as:
  - 1. salary continuance, except
    - a. paid time off (PTO) that is not specified as sick leave;
    - b. vacation;
    - c. any earned time off program;
  - 2. sick leave; or
  - 3. severance allowance.
- g) Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.
- h) Any amount from any unemployment insurance law or program.

#### **EXPLANATION OF OTHER INCOME SOURCES**

You must apply for Other Income Sources for which You are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If Your application is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Sources, We will not further reduce Your Monthly Benefit due to any cost of living increases payable under such type of Other Income Sources.

Other Income Sources that are paid in a lump sum will be prorated on a monthly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

- a) the Policy's Maximum Benefit Period; or
- b) 60 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Monthly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and the Policyholder's contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Monthly Benefit if You:

- a) apply for Other Income Sources; and
- b) sign Our Reimbursement Agreement.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Sources, We may:

- a) estimate Your Other Income Sources; and
- b) reduce Your Monthly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore Your Monthly Benefit amount and refund any underpayment to You in a lump sum.

#### ASSISTANCE WITH FILING FOR SOCIAL SECURITY DISABILITY BENEFITS

We can arrange for advice regarding Your claim for Social Security disability benefits and assist You with Your application or appeal. In order to be eligible for assistance, You must be receiving Monthly Benefits from Us.

Receiving Social Security disability benefits may enable:

- a) You to receive Medicare after 24 months of disability payments;
- b) You to protect Your Social Security retirement benefits; and
- c) Your family to be eligible for Social Security disability benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

- a) helping You find appropriate representation;
- b) obtaining medical and vocational evidence; and
- c) reimbursing pre-approved case management expense.

# ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Actively Working, Active Work means an Employee is performing the normal duties of his or her Regular Job for the Policyholder on a regular and continuous basis 30 or more hours each week. An Employee will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

*First Enrollment Period* means the 31-day period following the day the Employee becomes eligible for insurance under the Policy or any Prior Plan.

Prior Plan means any group disability plan or individual worksite disability plan of benefits:

- a) replaced by insurance under part or all of the Policy; and
- b) in effect and maintained or sponsored by the Policyholder on the day before the Policy Effective Date.

*Subsequent Enrollment Period* means any period of up to 31 consecutive calendar days designated for enrollment under the Policy by the Policyholder and agreed to in writing by Our authorized representative in Our home office.

*Written Request* means a request that is signed, dated and submitted to the Policyholder. The request must be on a form We supply or be in a form and content acceptable to Us.

#### WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR INSURANCE

An Employee who is Actively Working on the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

An Employee who is hired after the Policy Effective Date becomes eligible for insurance under the Policy on the day the Employee begins Active Work.

The day on which an Employee becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.

#### CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER

If You are not Actively Working on the Policy Effective Date due to Injury or Sickness, upon payment of the premium, You will be insured under the Policy if You:

- a) were covered under a Prior Plan on the day before the Policy Effective Date; and
- b) resume Active Work.

#### EFFECT OF A PRE-EXISTING CONDITION WITH PRIOR COVERAGE

#### Prior Group Disability Plan Coverage Maintained by the Policyholder

If You become insured under the Policy on the Policy Effective Date and were covered under a Prior Plan on the day before the Policy Effective Date, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under the Prior Plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of the benefit:
  - 1. that would have been paid under the Prior Plan; or
  - 2. payable under the Policy.

b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or of the Prior Plan, no benefit under the Policy will be payable.

#### Prior Group Disability Plan Coverage Not Maintained by the Policyholder

If You become insured under the Policy after the Policy Effective Date and were covered under an employer's group long-term disability plan provided by Your previous employer, and not maintained by the Policyholder, within 31 days prior to the day You become employed with the Policyholder, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under Your prior group disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of the benefit:
  - 1. that would have been paid under Your prior group long-term disability plan; or
  - 2. payable under the Policy.
- b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or Your prior group long-term disability plan, no benefit under the Policy will be payable.

In order to qualify under this provision, You must provide the following supporting documentation within 31 days from the date We request this information:

- a) a copy of Your prior employer's long-term disability plan; and
- b) payroll records or other documentation verifying prior group long-term disability coverage under Your prior employer's plan.

#### WHEN INSURANCE BEGINS

An eligible Employee must enroll for insurance by submitting a Written Request for insurance. The Written Request must be submitted to the Policyholder within 31 days following the day the Employee become(s) eligible. If the Written Request for insurance is not submitted within 31 days following the day the Employee become(s) eligible for insurance, We will require Evidence of Insurability.

An eligible Employee will become insured on the latest of the day:

- a) the Employee begins Active Work;
- b) the Employee submits a Written Request to enroll for insurance, if applicable; or
- c) We approve Evidence of Insurability, if required.

If the Employee is not Actively Working on the day insurance would otherwise begin, insurance will begin on the day the Employee returns to Active Work.

#### EXCEPTIONS TO WHEN INSURANCE BEGINS

This provision does not apply if the Employee is eligible for coverage under the Continuity of Insurance Upon Transfer of Insurance Carrier provision.

Insurance for an Employee who has an Injury or Sickness and is confined:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until the day the Employee returns to Active Work.

#### THE FIRST ENROLLMENT PERIOD

An Employee may elect insurance for him/herself during the Employee's First Enrollment Period.

If an Employee does not elect insurance during the Employee's First Enrollment Period, future elections may only be made in accordance with the Subsequent Enrollment Periods provision, or as otherwise provided under the When Election Changes Are Permitted provision.

#### SUBSEQUENT ENROLLMENT PERIODS

An Employee may elect, drop, increase, decrease or change insurance during a Subsequent Enrollment Period.

#### WHEN ELECTION CHANGES ARE PERMITTED

An Employee may elect, drop, increase, decrease or change insurance as allowed by the Policyholder. Any election of or increase in insurance will require Evidence of Insurability.

#### CHANGES TO INSURANCE BENEFITS

Any allowable change in Your classification or amount of insurance, whether requested by You or the Policyholder, or as a result of the terms of the Policy, will take effect on the later of the first day of the month that follows the date of the request or the change, or the first day of the month that follows the day We approve any required Evidence of Insurability.

If You are not Actively Working on the day any increase in insurance would otherwise take effect, the increase will become effective the first day of the month that follows the day You return to Active Work.

In no event will any change take effect during a period of Disability.

#### **REINSTATEMENT OF INSURANCE**

You may be eligible to reinstate insurance that has ended in accordance with this provision. You must submit a Written Request to reinstate insurance within 31 days of Your return to Active Work.

Reinstated insurance will take effect on the date of the Written Request, or the first day of the month that follows the day We approve any required Evidence of Insurability. If You are not Actively Working on the day the reinstated insurance would otherwise take effect, insurance will become effective on the day You return to Active Work.

#### Non-Payment of Premium or Voluntary Termination of Insurance

If insurance ended due to Your non-payment of premium or voluntary termination of insurance, We will require Evidence of Insurability to reinstate insurance.

#### WHEN INSURANCE ENDS

Insurance will end on the earliest of the day:

- a) You are no longer eligible for insurance under the Policy;
- b) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less);
- c) the Policy terminates; or
- d) insurance ends in accordance with the Grace Period provision.

If You are Disabled on the day the Policy terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

#### EXCEPTIONS TO WHEN INSURANCE ENDS

If insurance for You ends but the Policy is in effect, You may be able to continue or obtain insurance under one of the following provisions:

- a) Continuation of Insurance During Disability
- b) Continuation of Insurance Under the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA)

#### CONTINUATION OF INSURANCE DURING DISABILITY

If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, except that premium must be paid during the Elimination Period. Any premium for Your insurance that is payable by You will be waived from the first day of the month following the end of the Elimination Period through the last day of the month in which Your last Disability benefit payment under the Policy is issued.

# CONTINUATION OF INSURANCE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

The federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Contact the Policyholder for additional information regarding any other continuation options that may be available.

# LONG-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Participation in a Riot* means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

#### LONG-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while insured under the Policy, We will pay the Monthly Benefit shown in the Schedule in accordance with the terms of the Policy. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

#### SURVIVOR BENEFIT

We will pay a Survivor Benefit to Your Eligible Survivor when We receive proof that You died:

- a) after being Disabled; and
- b) while receiving or eligible to receive a Monthly Benefit under the Policy.

The Survivor Benefit will be payable as a lump sum amount equal to 3 times Your Monthly Benefit for the month immediately prior to Your death.

If a Survivor Benefit is payable to Your Dependent Child and, if there is more than one such Dependent Child, then the Survivor Benefit will be divided equally among such Dependent Children.

If payment becomes due to Your Dependent Child or Dependent Children, the payment will be made to:

- a) Your Dependent Child; or
- b) a person legally authorized to receive payments or the Dependent Child's or Dependent Children's behalf. This payment will be valid and effective against all claims by the Dependent Child or Dependent Children or by others representing or claiming to represent such Dependent Child or Dependent Children.

If there are no Eligible Survivors, the Survivor Benefit will be paid to Your estate.

Any payment made in good faith will fully discharge Us to the extent of the payment.

#### **VOLUNTARY VOCATIONAL REHABILITATION PROVISION**

If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- a) worksite modification and/or special equipment;
- b) job placement;
- c) retraining; and
- d) other services reasonably necessary to help You return to work.

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- a) Your Disability must not allow You to perform Your Regular Occupation;
- b) You must have the physical and mental capability to complete a rehabilitation program; and

c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

We will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician and the Policyholder. The IWRP will describe:

- a) the vocational rehabilitation goals and services;
- b) the responsibilities of Us, You and any third parties associated with the IWRP;
- c) the times and dates of the vocational rehabilitation services; and
- d) all costs associated with the services.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

While You are a participant in an IWRP, Monthly Benefits will continue to be payable subject to reduction by Other Income Sources. Eligibility for continued Monthly Benefits will be assessed at the completion of the IWRP.

#### LIMITATIONS

#### Alcohol and Drug Abuse and/or Substance Abuse

If You are Disabled and Your Disability is a result of Alcohol or Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as resident inpatient in a Hospital due to Your dependency at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.

#### **Mental Disorder**

If You are Disabled and Your Disability is a result of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital due to Your Mental Disorder at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.

#### WHEN DISABILITY BENEFITS END

Benefits will be paid during a period of Disability until the earliest of the day:

- a) You are no longer Disabled;
- b) You die;
- c) on which the Maximum Benefit Period ends as shown in the Schedule;
- d) You fail to provide Us satisfactory proof of continuous Disability;
- e) You fail to provide Us satisfactory Proof of Earnings;
- f) You have been incarcerated or imprisoned for 31 days or longer;
- g) You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability;
- i) You are able to return to work with the Policyholder on a part-time or Full-Time basis and do not do so; or
- j) We have paid You 12 Monthly Benefit payments, if You reside outside the U.S., its territories or possessions, or Canada. You will be considered to reside outside the U.S., its territories or possessions, or Canada if You have been outside the U.S., its territories or possessions, or Canada for a total of six months or more during any twelve consecutive month period during which You were continuously Disabled.

If You are eligible to receive Disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

#### **PRE-EXISTING CONDITION EXCLUSION**

A *Pre-existing Condition* means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the 12 months prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition which begins in the first 12 months after You are continuously insured under the Policy.

#### EXCLUSIONS

We will not pay benefits for any Disability or loss which:

- a) results from an act of declared or undeclared war or armed aggression;
- b) results from Your Participation in a Riot or Your commission of or attempt to commit a felony or any type of assault or battery;
- c) results, whether You are sane or insane, from:
  - 1. an intentionally self-inflicted Injury or Sickness; or
  - 2. attempted suicide;
- d) results from Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Limitations Section;
- e) results from a Mental Disorder, except as specifically provided in the Limitations Section;
- f) is caused by Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;
- g) occurs while You are incarcerated or imprisoned for any period exceeding 31 days; or
- h) is solely a result of a loss of a professional license, occupational license, or certification.

## PREMIUM PAYMENTS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

Attained Age means the age of the Insured Person as of the Policy Anniversary that coincides with or follows the Insured Person's birthday. For example, if an Insured Person's 50<sup>th</sup> birthday is on April 1, 2015 and the Policy Anniversary is January 1, the Insured Person will reach the attained age of 50 on January 1, 2016.

#### PAYMENT OF PREMIUMS THROUGH PAYROLL DEDUCTION

You are responsible for the payment of premiums for Your insurance under the Policy.

Premiums will be automatically deducted from Your paychecks by the Policyholder, then remitted to Us, as authorized by You during the enrollment process. Please contact the Policyholder for information regarding Your paycheck deductions.

Payment of premium does not guarantee eligibility for coverage or benefits.

#### **GRACE PERIOD**

All premiums for insurance under the Policy must be paid within the grace period. There is a grace period of 60 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 60-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the Policyholder provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

#### **PREMIUM CHANGES**

If You request a change in the amount of insurance, the Policyholder will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, the Policyholder will provide You with notice of the change at least 45 days prior to the date of the change.

Premium amounts will change if:

- a) You reach the Attained Age of the next higher age band in the premium rate structure for the Policy;
- b) premium rates under the Policy are changed.

## **PAYMENT OF CLAIMS**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to: Benefits Administrator JEA 21 W Church St T-6 Benefits Jacksonville, Florida 32002

You will be responsible for any fees charged by Your Physician for completing a claim form.

#### **CLAIM ASSISTANCE**

For assistance with filing a claim or an explanation of how a claim was paid, contact: United of Omaha Life Insurance Company Group Disability Management Services Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-877-5176

#### PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, from Us or obtained on Our website. A request for a claim form should be made within 20 days after a Disability occurs or as soon as reasonably possible. If You do not receive a claim form within 15 days of Your request, You can provide a written statement to Us, stating:

- a) that You are under the Regular and Appropriate Care and Treatment of a Physician;
- b) the appropriate documentation of Your job duties at Your Regular Occupation and Your Basic Monthly Earnings;
- c) the date Your Disability began;
- d) the cause of your Disability;
- e) any restrictions and limitations preventing You from performing Your Regular Occupation; and
- f) the name and address of any attending Physician, Hospital or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to Us within 90 days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that 90-day period; and
- b) proof is furnished as soon as reasonably possible, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.

Proof of continued Disability, Regular and Appropriate Care and Treatment of a Physician and any Other Income Sources must be given to Us, upon request. This proof must be received within 90 days of Our request. If it is not, benefits may be denied or suspended.

#### ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS

We may occasionally require You to be examined by a Physician or vocational rehabilitation expert of Our choice to assist in determining whether benefits are payable. We will pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment cancellation within the required amount of time

specified by the examiner. We may recover this fee by reduction of benefits that are payable. We will not require more than a reasonable number of examinations.

Disability and other benefits will be paid no more than 45 days after We receive acceptable proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays;
- d) Proof of Earnings; and
- e) other diagnostic aids.

#### MODE OF PAYMENT FOR DISABILITY

Disability benefits will be paid by Us monthly after We receive acceptable proof of Disability. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

- a) Your Eligible Survivor; or
- b) Your estate.

#### **REFUND TO US**

If it is found that We paid more benefits than We should have paid under the Policy, We have the right to a refund from You or the recipient of benefits.

We also have a right to a refund for any payments due to:

- a) fraud or misrepresentation;
- b) any error We make in processing a claim; or
- c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including without limitation, reducing or withholding Your Monthly Benefit or any benefits payable to You under any other disability insurance policy issued by Us. We will credit these payments to the refund until the refund is fully recovered.

#### **AUTHORITY TO INTERPRET POLICY**

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, You or any other third party.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, United of Omaha Life Insurance Company and any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this Policy.

You or Your beneficiary has the right to request a review of Our decision. If, after exercising the Policy's review procedures, You or Your beneficiary's claim for benefits is denied or ignored, in whole or in part, You or Your beneficiary may file suit and a court will review Your or Your beneficiary's eligibility or entitlement to benefits under the Policy.

# **CLAIM REVIEW AND APPEAL PROCEDURES**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

*Claimant* means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

#### **CLAIM REVIEW PROCEDURES**

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

#### **INITIAL CLAIM DECISION**

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

- a) initial claim decision period: 45 days unless additional information is requested as set forth below;
- b) extension period: 30 days; and
- c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

#### CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

- a) the specific reason(s) for the denial;
- b) reference to the specific Policy provisions on which the denial is based;
- c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

#### **OPPORTUNITY TO REQUEST AN APPEAL**

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

- a) the Claimant's name;
- b) the name of the person filing the appeal if different from the Claimant;
- c) the Policy number; and
- d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

- a) was relied upon in making the claim decision;
- b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

#### **RESPONSE TO APPEALS**

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

- a) information regarding the decision; and
- b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# **STANDARD PROVISIONS**

#### **INSURANCE CONTRACT**

The insurance contract consists of:

- a) the Policy;
- b) the Policyholder's signed application attached to the Policy; and
- c) any application signed by You.

Statements in an application are considered representations and not warranties. We will not use any statements in Your application to deny a claim or to contest the validity of this insurance unless We provide You with a copy of that application.

#### CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require Your consent; and
- b) must be:
  - 1. in writing;
    - 2. made a part of the Policy; and
    - 3. signed by Our authorized representative in Our home office.

A change may affect any class of Employees included in the Policy.

#### INCONTESTABILITY

We will not use any statements in Your application to contest the validity of this insurance after it has been in-force during Your lifetime for two years.

#### LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given proof of loss. No legal action can be brought more than 5 years after the date proof of loss is required, unless otherwise required by state law in Your state of residence.

# **GENERAL DEFINITIONS**

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Certificate.

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Alcohol and Drug Abuse and/or Substance Abuse means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as an alcohol or drug related condition or disease.

*Certificate* means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

*Current Earnings* means any actual pre-tax monthly income You receive while You are working and eligible to receive a Monthly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We may average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Basic Monthly Earnings allowed by the Policy. A Monthly Benefit will not be payable for any month during which Your current earnings exceed that percentage.

*Deferred Compensation* means contributions You make through a salary reduction agreement with Policyholder to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

- a) 401(k);
- b) 403(b);
- c) 408(k); or
- d) 457.

#### Dependent Child means:

- a) Your natural born or legally adopted child;
- b) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
- c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

- a) a child who is married, in a domestic partnership, in a civil union partnership or equivalent, as recognized and allowed by federal law, or by state law in a child's state of residence;
- b) a child who has been legally adopted by another person; or
- c) a child:
  - 1. temporarily living in Your home;
  - 2. placed in Your home by a social service agency which retains control over the child; or
  - 3. who has a natural parent in a position to exercise parental responsibility and control.

*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which:

- a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and
- b) after the Elimination Period, You are:
  - 1. prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and
  - 2. unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness.

After a Monthly Benefit has been paid for 2 years, *Disability* and *Disabled* mean You are unable to perform all of the Material Duties of any Gainful Occupation.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with the Policyholder.

*Eligible Survivor* means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.

*Elimination Period* means the number of days of Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.

*Employee* means a person who is:

- a) a citizen or permanent resident of the United States; or
- b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and
- c) receiving compensation from the Policyholder for work performed for the Policyholder at:
  - 1. the Policyholder's usual place of business;
  - 2. an alternative work site at the direction of the Policyholder; or
  - 3. a location to which the employee must travel to perform the job.

An employee does not include a person:

- a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from Our authorized representative in Our home office;
- b) working on a seasonal or temporary basis; or
- c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

*Evidence of Insurability* means proof of good health acceptable to Us. This proof may be obtained through questionnaires, physical exams or written documentation, as required by Us.

Full-Time means working the required number of hours to be considered a full-time employee of the Policyholder.

Gainful Occupation means an occupation for which You are reasonably fitted by training, education or experience.

*Gross Monthly Benefit* means Your Monthly Benefit amount before any reduction for Other Income Sources and Current Earnings.

*Hospital* means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

*Injury* means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are insured under the Policy.

*Material Duties* means the essential tasks, functions, and operations relating to an occupation that cannot be reasonably omitted or modified. In no event will We consider working an average of more than the required Full-Time hours per week in itself to be a part of material duties. One of the material duties of Your Regular Occupation is the ability to work for an employer on a full-time basis.

Maximum Capacity means, based on Your medical restrictions and limitations:

- a) during the first 24 months of Disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and
- b) after 24 months of Disability payments, the greatest extent of work You are able to do in any occupation that is reasonably available and for which You are reasonably fitted by education, training, or experience.

Maximum Monthly Benefit means the maximum dollar amount of disability benefit You may receive per month as shown in the Schedule.

*Medically Necessary* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- c) provided in accordance with generally accepted national professional standards and/or medical practice.

*Mental Disorder* means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental disorder. Not included in this definition are conditions or diseases related to Alcohol and Drug Abuse and/or Substance Abuse.

Monthly Benefit means the amount of disability benefit You may receive per month as described in the Schedule.

Our, We, Us means United of Omaha Life Insurance Company.

Physician means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- b) a licensed doctoral clinical psychologist;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) a naturopathic doctor;
- b) an acupuncturist;
- c) a physician in training; or
- d) You, Your Spouse, any person who lives with You, a child, brother, sister or parent of You or Your Spouse.

*Plan Administrator* means the person or entity designated as the plan administrator for the Policyholder's group disability welfare benefit plan.

Policy means the group policy issued to the Policyholder by Us, including this Certificate.

Policy Anniversary means January 1 of each Policy Year.

Policy Effective Date means January 1, 2015.

*Policy Year* means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

Policyholder's Retirement Plan means any Retirement Plan:

- a) which is part of any federal, state, county, municipal, or association retirement system; and
- b) for which You are eligible as a result of employment with the Policyholder.

Proof of Earnings means:

- a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
- b) payroll records; and
- c) any other records We request.

*Regular and Appropriate Care and Treatment* means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:

- a) Medically Necessary;
- b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
- c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

*Regular Occupation* means the occupation You are routinely performing when Your Disability begins. Your regular occupation is not limited to Your specific position held with the Policyholder, but will instead be considered to be a similar position or activity based on job descriptions included in the most current edition of the U.S. Department of Labor Dictionary of Occupational Titles (DOT). We have the right to substitute or replace the DOT with another service or other information that We determine to be of comparable purpose, with or without notice. To determine Your regular occupation, We will look at Your occupation as it is normally performed in the national economy, instead of how work tasks are performed for a specific employer, at a specific location, or in a specific area or region.

Retirement Plan means a plan which:

- a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
  - 1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or

- 2. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
- b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.

*Sickness* means a disease, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

*Spouse* means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

*You, Your* means the Employee who is insured under the Policy.

Group Voluntary Long-Term Disability Benefits

JEA

Group Number: G000AKKC

United of Omaha Life Insurance Company

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175



A Mutual of Omaha Company  $% f(x) = \int f(x) \, dx$ 

# **GROUP VOLUNTARY LONG-TERM DISABILITY CERTIFICATE SUMMARY**



This summary describes some of the terms and conditions of the Policy. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate, available from the Policyholder. A person is not necessarily entitled to insurance because he or she received this summary. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Policy. This summary was published on January 9, 2015.

#### POLICY INFORMATION

Policyholder: Policy Effective Date: Policy Anniversary: Policy Number: Group Number: Classification: Minimum Work Hours Required: Eligibility Present Waiting Period: Eligibility Future Waiting Period: Elimination Period:

#### BENEFITS

Monthly Benefit Percentage: Maximum Monthly Benefit: Minimum Monthly Benefit: Maximum Benefit Period:

Own Occupation Definition: Survivor Benefit: Vocational Rehabilitation Benefit: JEA January 1, 2015 January 1 GUPR-AKKC G000AKKC All Eligible Active Full Time JEA Employees 30 hours per week None None The later of: a) 180 calendar days; or

b) the date Your short-term Disability ends.

60%	
\$5,000	
\$100	
Age at Disability	Maximum Benefit Period
61 or less	to age 65, Your SSNRA, or
	3 years and 6 months,
	whichever is longest;
62	Your SSNRA, or 3 years
	and 6 months, whichever
	is longer;
63	Your SSNRA, or 3 years,
	whichever is longer;
64	Your SSNRA, or 2 years
	and 6 months, whichever
	is longer;
65	2 years;
66	1 year and 9 months;
67	1 year and 6 months;
68	1 year and 3 months;
69 or older	1 year.
2 years	
3 months	
Voluntary 10%	

#### LIMITATIONS/EXCLUSIONS

Alcohol/Drug Abuse/Substance Abuse Limitation:	24 months
Mental Disorder Limitation:	24 months
Pre-existing Condition Exclusion:	12/12



Home Office: Mutual of Omaha Plaza, Omaha, Nebraska 68175

This Policy is issued to JEA (the "Policyholder").

This Policy is a legal contract between the Policyholder and Us. It is issued in consideration of payment of premiums and the Policyholder's application.

This Policy will be interpreted under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This Policy is issued in the State of Florida. To the extent state law is not preempted by ERISA, and only to that extent, this Policy will also be interpreted under the law of the State of Florida, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this Policy which is in conflict with the applicable laws of the State of Florida is changed to conform to the minimum requirements of that State's laws.

This Policy is effective January 1, 2015 at the Policyholder's main office.

We agree to pay benefits subject to the terms, conditions, and limitations of this Policy.

The Certificate is made a part of this Policy.

#### **GROUP POLICY NO. GUPR-AKKC**

Publication Date: January 9, 2015

Daniel P. Theary

Chairman of the Board and Chief Executive Officer

**Corporate Secretary** 

# **GENERAL PROVISIONS**

Capitalized terms are defined in the Certificate or other documents made a part of this Policy.

#### **PREMIUM CHANGES**

We reserve the right to change premium rates any time after:

- a) the most recent premium rate guarantee date described in this Policy;
- b) there is an increase or decrease of 10% or more in the Policyholder's Employee population or the number of Employees insured under this Policy;
- c) Our liability or cost of administration is changed due to a change in federal, state, or local law;
- d) this Policy's terms are changed; or
- e) there is a change which materially affects the risk assumed for insurance provided by this Policy.

We must give the Policyholder at least 90 days advance Written Notice of any premium rate change.

#### **PAYMENT OF PREMIUMS**

The premium for this Policy equals the sum of the individual premiums for each Insured Person. The first premium is due on the effective date of this Policy. Subsequent premiums are due on the first day of each subsequent month or other modal period agreed to in writing by an authorized representative in Our home office. Premium payments must be made to Our home office or to a location We designate, using a payment method We accept. We will consider premium to be paid on the date We receive it.

#### **GRACE PERIOD**

This Policy has a 60 day grace period. This means that, except for the initial premium, if the premium is not paid on or before the date it is due, it may be paid in the 60-day period that follows. This Policy will stay in force during the grace period, unless the Policyholder gives Us written notice that this Policy will terminate during the grace period. If We receive such notice, We will terminate this Policy on the date requested.

#### **TERMINATION**

Following at least 60 days advance written notice to the Policyholder, We have the right to terminate this Policy:

- a) if the number of Employees insured is less than 10 or less than 25% of those eligible for insurance;
- b) any time after the most recent premium rate guarantee date described in this Policy; or
- c) if the Policyholder does not perform any of its duties under this Policy.

The Policyholder has the right to terminate this Policy at any time. The Policyholder must give Us written notice of at least 31 days before the date this Policy is to terminate, unless the Policyholder gives Us written notice that this Policy will terminate during the grace period.

This Policy will automatically terminate at the end of the grace period if the Policyholder fails to pay its portion of the premium.

If this Policy terminates for any reason:

- a) all unpaid premiums up to the date of termination are due, including premiums for the grace period or any part of the grace period; and
- b) all unpaid premiums are due no later than the date of termination.

Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

#### **REINSTATEMENT AFTER TERMINATION**

If this Policy terminates for any reason, the Policyholder may request to reinstate it. We will reinstate only if:

- a) an authorized representative in Our home office agrees in writing to reinstate this Policy;
- b) the Policyholder agrees in writing to accept any written conditions of reinstatement that We impose;
- c) all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
- d) the premium due from the date of reinstatement until the next premium due date is paid.

#### CERTIFICATES

We will issue the Policyholder a Certificate for delivery to each Insured Person. The Certificate describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under this Policy.

#### **MISSTATEMENT OF AGE OR GENDER**

If an Insured Person's age or gender is misstated, We may adjust the premium or the benefits payable. An adjustment of the benefits payable will be based on what the premium would have purchased at the correct age or gender.

#### INCONTESTABILITY

We will not contest this Policy after it has been in force two years, except for nonpayment of premium.

#### POLICYHOLDER RESPONSIBILITIES

The Policyholder will notify each Insured Person and Us when insurance under this Policy ends if this Policy is terminated and is not replaced by another policy or plan with no interruption in coverage.

Notice shall be provided within 31 days from the date insurance ends. Notice to the Insured Person shall include information about any options available to continue or obtain insurance.

The Policyholder is responsible for keeping the following records:

- a) persons insured by classification and any persons eligible but not insured;
- b) the amount of money the Policyholder contributes toward premiums;
- c) beneficiary designation information, if applicable; and
- d) any other information which We may reasonably request.

The Policyholder will provide Us with copies of these records upon request. These records must be open to Us for inspection at any reasonable time. The Policyholder will provide, as We require, any information on Our forms which is needed for insurance administration.

The Policyholder is responsible for enrolling eligible persons for coverage under this Policy and performing other administrative duties agreed to by Us. The Policyholder will perform its responsibilities in accordance with the terms of this Policy and Our policies and procedures. The Policyholder may delegate some of its responsibilities to a third party. The Policyholder agrees to indemnify and hold Us harmless from and against any and all claims, actions, damages, liability and expenses, including, without limitation, reasonable attorneys' fees, arising from or related to the failure of the Policyholder, or a third party to whom the Policyholder has delegated its responsibilities, to perform its responsibilities in accordance with the terms of this Policy or Our policies and procedures.

The Policyholder, as plan sponsor, agrees that the Policyholder retains full responsibility for the legal and tax status of its benefits program and releases Us from all responsibility for the reporting and the employment-based design of the program and from all other responsibilities not accepted in writing by Our authorized representative in Our home office.

#### ASSIGNMENT

No assignment of this Policy is binding upon Us unless an officer in Our home office agrees to it in writing and not until it is recorded with Us at Our home office.

# PREMIUM RIDER

This rider is made a part of Group Policy GUPR-AKKC.

This rider is effective on the Policy Effective Date.

#### CLASS(ES)

All Eligible Active Full Time JEA Employees

#### LONG-TERM DISABILITY INSURANCE PREMIUMS

#### All Eligible Active Full Time JEA Employees

The monthly premium for long-term disability insurance is as follows:

Attained Age of Employee	per \$100 of Monthly Covered Payroll
< 19	\$0.099
20 - 24	
25 - 29	
30 - 34	
35 - 39	\$0.263
40 - 44	\$0.407
45 - 49	\$0.644
50 - 54	\$0.964
55 - 59	\$1.171
60 - 64	\$1.214
65 - 69	\$1.214
70 - 99	\$1.214

Monthly Covered Payroll means the total amount of basic monthly earnings for which all Employees are insured under the Policy.

#### RATE GUARANTEE DATE

January 1, 2018 or any date thereafter agreed to in writing by Our authorized representative in Our home office.

#### PREMIUM ALLOCATION

The total amount of premium paid or remitted by the Policyholder for this Policy and any other group insurance policy the Policyholder has with Us or any of Our affiliates ("Other Policy") will be allocated to this Policy and each Other Policy on a pro-rata basis. This means that if the Policyholder does not pay or remit the full premium that is due for this Policy or any Other Policy by the due date, the full amount of premium for this Policy and each Other Policy will be past due, resulting in termination of this Policy and each Other Policy in accordance with the applicable grace period for this Policy and each Other Policy.

### PUBLICATION DATE

January 9, 2015

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theary

Chairman of the Board and Chief Executive Officer

# YOUR GROUP VOLUNTARY SHORT-TERM DISABILITY BENEFITS



#### FOR EMPLOYEES OF:

# JEA

#### CLASS(ES):

All Eligible Active Full Time Employees of JEA and SJRPP Electing VSTD Option 1

#### **EFFECTIVE DATE:**

January 1, 2015

#### **PUBLICATION DATE:**

January 9, 2015

# NOTICE(S)

# THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF FLORIDA.

#### FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-877-5176 www.mutualofomaha.com

When contacting Us, please have Your Policy number available.

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# **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy Number GUC-AKKC (the Policy) has been issued to JEA (the Policyholder).

Insurance is provided for Employees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without Your consent or notice to You.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theany

**Chairman of the Board and Chief Executive Officer** 

Mulul Huss Corporate Secretary

## SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions, and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of this Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of this Certificate. Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

#### **POLICY INFORMATION**

Policyholder: Policy Effective Date: Policy Anniversary: Policy Number: Group Number: Classification:

Minimum Work Hours Required: **Eligibility Present Waiting Period:** Eligibility Future Waiting Period: **Elimination Period:** Injury: Sickness:

#### BENEFITS

JEA January 1, 2015 January 1 **GUC-AKKC** G000AKKC All Eligible Active Full Time Employees of JEA and SJRPP Electing VSTD Option 1 30 hours per week None None

7 calendar days 7 calendar days

Weekly Benefit Percentage:	60%
Maximum Weekly Benefit:	\$750
Maximum Benefit Period:	25 week
Portability:	Included
Survivor Benefit:	Included
Vocational Rehabilitation Benefit:	Volunta

#### **EXCLUSION**

Pre-existing Condition Exclusion:

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#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Basic Weekly Earnings* for salaried Employees means Your gross annual salary from the Policyholder in effect on the day immediately prior to the date on which Your Disability began, divided by 52.

Basic weekly earnings for hourly Employees means Your hourly rate of pay from the Policyholder in effect on the day immediately prior to Your Disability multiplied by the average number of hours You worked per week, not including overtime, during the 12 month period immediately prior to the date on which Your Disability began. If You were employed with the Policyholder for a period of less than 12 months, basic weekly earnings means Your hourly rate of pay multiplied by the average number of hours You worked per week during that period, not including overtime.

Basic weekly earnings is verified by premium We have received.

Basic weekly earnings includes Employee contributions to Deferred Compensation plans received from the Policyholder.

Basic weekly earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, Differentials, and other extra compensation received from the Policyholder.

Proof of Earnings is required.

*Differentials* mean additional compensation You receive from the Policyholder for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

- a) shift differentials;
- b) hazardous duties differentials;
- c) pay for longevity;
- d) on-call pay;
- e) lead nurse differentials;
- f) English as a Second Language (ESL) differentials;
- g) charge pay;
- h) weekend differentials;
- i) coaching and other extra curricular activities compensation; and
- j) on-call differentials.

Other Income Source(s) has the meaning set forth in the Other Income Sources provision of this Schedule.

*Recurrent Disability* means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Weekly Benefit under the Policy.

*Reimbursement Agreement* means the written agreement that We provide to You under which You agree to repay Us any overpayment resulting from Your or Your Spouse's or child(ren)'s receipt of Other Income Sources.

Social Security Normal Retirement Age (SSNRA) means Your normal retirement age under the U.S. Social Security Act in effect as of the date of Your Disability.

#### **ELIMINATION PERIOD**

If Your Disability is a result of an Injury, the Elimination Period is 7 calendar days. If Your Disability begins more than 7 calendar days after Your Injury date, the Elimination Period for Sickness will apply.

If Your Disability is a result of a Sickness, the Elimination Period is 7 calendar days.

The Elimination Period begins on the first day of Disability. The Elimination Period can be satisfied if You are working.

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#### **RECURRENT DISABILITY**

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

- a) You were continuously insured under the Policy from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
- b) Your Recurrent Disability occurs within 180 days after the date benefits ended for Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other Policyholder sponsored group long-term disability income policy or plan.

#### WEEKLY BENEFIT

#### **Total Disability**

If You are Disabled and earning less than 20% of Your Basic Weekly Earnings, the Weekly Benefit while Disabled is the lesser of:

- a) 60% of Your Basic Weekly Earnings, less Other Income Sources; or
- b) the Maximum Weekly Benefit, less any Other Income Sources.

#### **Partial Disability**

If You are Disabled and You are able to generate Current Earnings of at least 20% and not more than 99% of Your Basic Weekly Earnings, the Weekly Benefit payable will be the Weekly Benefit for Total Disability, unless the sum of:

- a) the Gross Weekly Benefit while You are Disabled; plus
- b) Other Income Sources You receive or are eligible to receive; plus
- c) Current Earnings while You are Disabled

exceeds 100% of Your Basic Weekly Earnings. If this sum exceeds 100% of Your Basic Weekly Earnings, the Weekly Benefit will be reduced by the amount in excess of 100% of Your Basic Weekly Earnings.

#### VOLUNTARY VOCATIONAL REHABILITATION BENEFIT

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by 10%.

#### MAXIMUM BENEFIT PERIOD

The maximum number of weeks that benefits are payable for a continuous period of Disability is 25 weeks.

#### **OTHER INCOME SOURCES**

We take into account the total of all Your income from other sources of income in determining the amount of Your Weekly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability:

- a) Any amount under another group or individual short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost, except any group short-term or long-term disability insurance policy or plan underwritten by United of Omaha Life Insurance Company.
- b) Any amount as disability income payments under any:
  - 1. state compulsory benefit act or law;
  - 2. government retirement system as a result of Your job with the Policyholder; or
  - 3. work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
- c) Any amount of benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.

- d) Any benefits for You or Your Spouse and Dependent Child under:
  - 1. the Canada Pension Plan;
  - 2. the Quebec Pension Plan;
  - 3. the Railroad Retirement Act;
  - 4. any public employee retirement plan;
  - 5. any teachers employment retirement plan; or
  - 6. any similar plan or act that provides:
    - a. Disability benefits; or
    - b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
- e) Any amount payable as:

f)

- 1. salary continuance, except
  - a. paid time off (PTO) that is not specified as sick leave;
  - b. vacation;
  - c. any earned time off program;
- 2. sick leave; or
- 3. severance allowance.
- Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.
- g) Any amount from any unemployment insurance law or program.

#### **EXPLANATION OF OTHER INCOME SOURCES**

You must apply for and pursue Other Income Sources for which You are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If Your application or claim for Other Income Sources is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for and pursued Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Source, We will not further reduce Your Weekly Benefit due to any cost of living increases payable under such type of Other Income Source.

Other Income Sources that are paid in a lump sum will be prorated on a weekly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a weekly basis over the lesser of the following:

- a) the Policy's Maximum Benefit Period; or
- b) 12 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Weekly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and the Policyholder's contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Weekly Benefit if You:

- a) apply for Other Income Sources; and
- b) sign Our Reimbursement Agreement.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Sources, We may:

- a) estimate Your Other Income Sources; and
- b) reduce Your Weekly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore Your Weekly Benefit amount and refund any underpayment to You in a lump sum.

# ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Actively Working, Active Work means an Employee is performing the normal duties of his or her Regular Job for the Policyholder on a regular and continuous basis 30 or more hours each week. An Employee will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

*First Enrollment Period* means the 31-day period following the day the Employee becomes eligible for insurance under the Policy or any Prior Plan.

Portability Period means the period of time that is 31 days from the date Your insurance under the Policy ends.

*Portability Policy* means any type of group or individual disability insurance policy customarily issued by Us for purposes of providing coverage after Your insurance under the Policy ends.

Prior Plan means any group disability plan or individual worksite disability plan of benefits:

- a) replaced by insurance under part or all of the Policy; and
- b) in effect and maintained or sponsored by the Policyholder on the day before the Policy Effective Date.

*Subsequent Enrollment Period* means any period of up to 31 consecutive calendar days designated for enrollment under the Policy by the Policyholder and agreed to in writing by Our authorized representative in Our home office.

*Written Request* means a request that is signed, dated and submitted to the Policyholder. The request must be on a form We supply or be in a form and content acceptable to Us.

#### WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR INSURANCE

An Employee who is Actively Working on the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

An Employee who is hired after the Policy Effective Date becomes eligible for insurance under the Policy on the day the Employee begins Active Work.

The day on which an Employee becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.

#### CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER

If You are not Actively Working on the Policy Effective Date due to Injury or Sickness, upon payment of the premium, You will be insured under the Policy if You:

- a) were covered under a Prior Plan on the day before the Policy Effective Date; and
- b) resume Active Work.

#### EFFECT OF A PRE-EXISTING CONDITION WITH PRIOR COVERAGE

#### Prior Group Disability Plan Coverage Maintained by the Policyholder

If You become insured under the Policy on the Policy Effective Date and were covered under a Prior Plan on the day before the Policy Effective Date, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under the Prior Plan, giving consideration towards continuous time covered under both plans, We will pay the benefit payable under the Policy.
- b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or of the Prior Plan, no benefit under the Policy will be payable.

#### Prior Individual Worksite Disability Plan Coverage

If You become insured under the Policy on the Policy Effective Date and were covered under an individual worksite disability plan obtained through the Policyholder on the day before the Policy Effective Date, We will pay the benefit payable under the Policy. The Pre-existing Condition Exclusion provision of the Policy will not apply.

#### WHEN INSURANCE BEGINS

An eligible Employee must enroll for insurance by submitting a Written Request for insurance. The Written Request must be submitted to the Policyholder within 31 days following the day the Employee become(s) eligible. If the Written Request for insurance is not submitted within 31 days following the day the Employee become(s) eligible for insurance, We will require Evidence of Insurability.

An eligible Employee will become insured on the latest of the day:

- a) the Employee begins Active Work;
- b) the Employee submits a Written Request to enroll for insurance, if applicable; or
- c) We approve Evidence of Insurability, if required.

If the Employee is not Actively Working on the day insurance would otherwise begin, insurance will begin on the day the Employee returns to Active Work.

#### **EXCEPTIONS TO WHEN INSURANCE BEGINS**

This provision does not apply if the Employee is eligible for coverage under the Continuity of Insurance Upon Transfer of Insurance Carrier provision.

Insurance for an Employee who has an Injury or Sickness and is confined:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until the day the Employee returns to Active Work.

#### THE FIRST ENROLLMENT PERIOD

An Employee may elect insurance for him/herself during the Employee's First Enrollment Period.

If an Employee does not elect insurance during the Employee's First Enrollment Period, future elections may only be made in accordance with the Subsequent Enrollment Periods provision, or as otherwise provided under the When Election Changes Are Permitted provision.

#### SUBSEQUENT ENROLLMENT PERIODS

An Employee may elect, drop, increase, decrease or change insurance during a Subsequent Enrollment Period.

#### WHEN ELECTION CHANGES ARE PERMITTED

An Employee may elect, drop, increase, decrease or change insurance as allowed by the Policyholder. Any election of or increase in insurance is subject to the Pre-Existing Conditions provision of the Policy as of the effective date of the increase.

#### **CHANGES TO INSURANCE BENEFITS**

Any allowable change in Your classification or amount of insurance, whether requested by You or the Policyholder, or as a result of the terms of the Policy, will take effect on the later of the first day of the month that follows the date of the request or the change, or the first day of the month that follows the day We approve any required Evidence of Insurability.

If You are not Actively Working on the day any increase in insurance would otherwise take effect, the increase will become effective the first day of the month that follows the day You return to Active Work.

In no event will any change take effect during a period of Disability.

#### **REINSTATEMENT OF INSURANCE**

You may be eligible to reinstate insurance that has ended in accordance with this provision. You must submit a Written Request to reinstate insurance within 31 days of Your return to Active Work.

Reinstated insurance will take effect on the date of the Written Request, or the first day of the month that follows the day We approve any required Evidence of Insurability. If You are not Actively Working on the day the reinstated insurance would otherwise take effect, insurance will become effective on the day You return to Active Work.

#### Non-Payment of Premium or Voluntary Termination of Insurance

If insurance ended due to Your non-payment of premium or voluntary termination of insurance, We will require Evidence of Insurability to reinstate insurance.

#### WHEN INSURANCE ENDS

Insurance will end on the earliest of the day:

- a) You are no longer eligible for insurance under the Policy;
- b) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less);
- c) the Policy terminates; or
- d) insurance ends in accordance with the Grace Period provision.

If You are Disabled on the day the Policy terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

#### EXCEPTIONS TO WHEN INSURANCE ENDS

If insurance for You ends but the Policy is in effect, You may be able to continue or obtain insurance under one of the following provisions:

- a) Continuation of Insurance During Disability
- b) Continuation of Insurance Under the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA)
- c) Portability

#### CONTINUATION OF INSURANCE DURING DISABILITY

If You become Disabled, Your insurance will continue with payment of premium for as long as You are entitled to receive Weekly Benefits.

# CONTINUATION OF INSURANCE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

The federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Contact the Policyholder for additional information regarding any other continuation options that may be available.

#### PORTABILITY

#### When Employment or Class Membership Ends

If group disability insurance ends because Your employment or membership in a class (as shown under Classification(s) on the Schedule) ends, You have the right to continue group disability insurance under this provision.

The Portability Policy does not provide the same insurance benefits You had while insured under the Policy and premiums will change. You may contact the Policyholder or Us at any time for a description of the benefits available under the Portability Policy. The Portability Policy is subject to change.

#### When Portability Coverage is Available

Portability coverage is available when:

- a) You are under age 70;
- b) You are not Disabled;
- c) You are not retired;
- d) You are not on a leave of absence;
- e) You are not absent due to a labor strike;
- f) You are not covered under any other similar individual or group disability coverage; and
- g) You were insured under the Policy (and the plan it replaced, if applicable) for at least six consecutive months immediately prior to the date Your employment or membership in a class ended.

#### How to Request Continued Coverage Under this Provision

Coverage under the Portability Policy begins immediately after insurance under the Policy ends, provided You are eligible for portability and submit a Written Request within the Portability Period. Evidence of Insurability is not required unless an increased level of insurance is requested.

#### The Portability Policy

Group insurance continued under this provision is available under another group disability insurance policy (the "Portability Policy") issued by Us. The continued group insurance under the Portability Policy is available as a result of the portability rights that arise solely from the Policy, as arranged for You as an employee welfare benefit subject to the Employee Retirement Income Security Act of 1974, as amended.

#### When Portability Coverage Ends

Insurance coverage continued under this provision will end in accordance with the terms of the Portability Policy.

# SHORT-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Participation in a Riot* means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

#### SHORT-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while insured under the Policy, We will pay the Weekly Benefit shown in the Schedule in accordance with the terms of the Policy. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

#### SURVIVOR BENEFIT

We will pay a Survivor Benefit to Your Eligible Survivor when We receive proof that You died:

- a) after being Disabled; and
- b) while receiving or eligible to receive a Weekly Benefit under the Policy.

The Survivor Benefit will be payable as a lump sum amount equal to the total Weekly Benefit that would be payable for the Maximum Benefit Period, less any benefits already paid to You.

If a Survivor Benefit is payable to Your Dependent Child and, if there is more than one such Dependent Child, then the Survivor Benefit will be divided equally among such Dependent Children.

If payment becomes due to Your Dependent Child or Dependent Children, the payment will be made to:

- a) Your Dependent Child; or
- b) a person legally authorized to receive payments or the Dependent Child's or Dependent Children's behalf. This payment will be valid and effective against all claims by the Dependent Child or Dependent Children or by others representing or claiming to represent such Dependent Child or Dependent Children.

If there are no Eligible Survivors, the Survivor Benefit will be paid to Your estate.

Any payment made in good faith will fully discharge Us to the extent of the payment.

#### VOLUNTARY VOCATIONAL REHABILITATION PROVISION

If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- a) worksite modification and/or special equipment;
- b) job placement;
- c) retraining; and
- d) other services reasonably necessary to help You return to work.

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Weekly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- a) Your Disability must not allow You to perform Your Regular Job;
- b) You must have the physical and mental capability to complete a rehabilitation program; and
- c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

We will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician and the Policyholder. The IWRP will describe:

- a) the vocational rehabilitation goals and services;
- b) the responsibilities of Us, You and any third parties associated with the IWRP;
- c) the times and dates of the vocational rehabilitation services; and
- d) all costs associated with the services.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

While You are a participant in an IWRP, Weekly Benefits will continue to be payable subject to reduction by Other Income Sources. Eligibility for continued Weekly Benefits will be assessed at the completion of the IWRP.

#### WHEN BENEFITS END

Benefits will be paid during a period of Disability until the earliest of the day:

- a) You are no longer Disabled;
- b) You die;
- c) on which the Maximum Benefit Period ends as shown in the Schedule;
- d) You fail to provide Us satisfactory proof of continuous Disability;
- e) You fail to provide Us satisfactory Proof of Earnings;
- f) You have been incarcerated or imprisoned for 31 days or longer;
- g) You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability; or
- i) You are able to return to work with the Policyholder on a part-time or Full-Time basis and do not do so.

If You are eligible to receive Disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

#### PRE-EXISTING CONDITION EXCLUSION

A *Pre-existing Condition* means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition which begins in the first 6 months after You are continuously insured under the Policy.

#### EXCLUSIONS

We will not pay benefits for any Disability which:

- a) results from an act of declared or undeclared war or armed aggression;
- b) results from Your Participation in a Riot or Your commission of or attempt to commit a felony or any type of assault or battery;
- c) arises out of or in the course of employment with the Policyholder for which You are entitled to benefits under any workers' compensation or occupational disease law, or receives any settlement from the workers' compensation carrier;
- d) results, whether You are sane or insane, from:
  - 1. an intentionally self-inflicted Injury or Sickness; or
  - 2. attempted suicide;

- e) occurs while You are incarcerated or imprisoned for any period exceeding 31 days; or
- f) is solely a result of a loss of a professional license, occupational license, or certification.

## PREMIUM PAYMENTS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### PAYMENT OF PREMIUMS THROUGH PAYROLL DEDUCTION

You are responsible for the payment of premiums for Your insurance under the Policy.

Premiums will be automatically deducted from Your paychecks by the Policyholder, then remitted to Us, as authorized by You during the enrollment process. Please contact the Policyholder for information regarding Your paycheck deductions.

Payment of premium does not guarantee eligibility for coverage or benefits.

#### **GRACE PERIOD**

All premiums for insurance under the Policy must be paid within the grace period. There is a grace period of 60 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 60-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the Policyholder provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

#### **PREMIUM CHANGES**

If You request a change in the amount of insurance, the Policyholder will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, the Policyholder will provide You with notice of the change at least 45 days prior to the date of the change.

Premium amounts will change if premium rates under the Policy are changed.

## **PAYMENT OF CLAIMS**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to: Benefits Administrator JEA 21 W Church St T-6 Benefits Jacksonville, Florida 32002

You will be responsible for any fees charged by Your Physician for completing a claim form.

#### CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact: United of Omaha Life Insurance Company Group Disability Management Services Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-877-5176

#### PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, from Us or obtained on Our website. A request for a claim form should be made within 20 days after a Disability occurs or as soon as reasonably possible. If You do not receive a claim form within 15 days of Your request, You can provide a written or verbal statement to Us, stating:

- a) that You are under the Regular and Appropriate Care and Treatment of a Physician;
- b) the appropriate documentation of Your job duties at Your Regular Job and Your Basic Weekly Earnings;
- c) the date Your Disability began;
- d) the cause of your Disability;
- e) any restrictions and limitations preventing You from performing Your Regular Job; and
- f) the name and address of any attending Physician, Hospital or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to Us within 90 days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that 90-day period; and
- b) proof is furnished as soon as reasonably possible, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.

Proof of continued Disability, Regular and Appropriate Care and Treatment of a Physician and any Other Income Sources must be given to Us, upon request. This proof must be received within 90 days of Our request. If it is not, benefits may be denied or suspended.

#### ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS

We may occasionally require You to be examined by a Physician or vocational rehabilitation expert of Our choice to assist in determining whether benefits are payable. We will pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment cancellation within the required amount of time

specified by the examiner. We may recover this fee by reduction of benefits that are payable. We will not require more than a reasonable number of examinations.

Disability and other benefits will be paid no more than 45 days after We receive acceptable proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays;
- d) Proof of Earnings; and
- e) other diagnostic aids.

#### MODE OF PAYMENT FOR DISABILITY

Disability benefits will be paid by Us weekly after We receive acceptable proof of Disability. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

- a) Your Eligible Survivor; or
- b) Your estate.

#### **REFUND TO US**

If it is found that We paid more benefits than We should have paid under the Policy, We have the right to a refund from You or the recipient of benefits.

We also have a right to a refund for any payments due to:

- a) fraud or misrepresentation;
- b) any error We make in processing a claim; or
- c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including without limitation, reducing or withholding Your Weekly Benefit or any benefits payable to You under any other disability insurance policy issued by Us. We will credit these payments to the refund until the refund is fully recovered.

#### **AUTHORITY TO INTERPRET POLICY**

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, You or any other third party.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, United of Omaha Life Insurance Company and any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this Policy.

You or Your beneficiary has the right to request a review of Our decision. If, after exercising the Policy's review procedures, You or Your beneficiary's claim for benefits is denied or ignored, in whole or in part, You or Your beneficiary may file suit and a court will review Your or Your beneficiary's eligibility or entitlement to benefits under the Policy.

# CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

*Claimant* means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

#### CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

#### INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

- a) initial claim decision period: 45 days unless additional information is requested as set forth below;
- b) extension period: 30 days; and
- c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

#### CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

- a) the specific reason(s) for the denial;
- b) reference to the specific Policy provisions on which the denial is based;
- c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

#### **OPPORTUNITY TO REQUEST AN APPEAL**

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

- a) the Claimant's name;
- b) the name of the person filing the appeal if different from the Claimant;
- c) the Policy number; and
- d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

- a) was relied upon in making the claim decision;
- b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

#### **RESPONSE TO APPEALS**

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

- a) information regarding the decision; and
- b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# **STANDARD PROVISIONS**

#### **INSURANCE CONTRACT**

The insurance contract consists of:

- a) the Policy;
- b) the Policyholder's signed application attached to the Policy; and
- c) any application signed by You.

Statements in an application are considered representations and not warranties. We will not use any statements in Your application to deny a claim or to contest the validity of this insurance unless We provide You with a copy of that application.

#### CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require Your consent; and
- b) must be:
  - 1. in writing;
  - 2. made a part of the Policy; and
  - 3. signed by Our authorized representative in Our home office.

A change may affect any class of Employees included in the Policy.

#### INCONTESTABILITY

We will not use any statements in Your application to contest the validity of this insurance after it has been in-force during Your lifetime for two years.

#### LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given proof of loss. No legal action can be brought more than 5 years after the date proof of loss is required, unless otherwise required by state law in Your state of residence.

# **GENERAL DEFINITIONS**

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Certificate.

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Certificate* means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

*Current Earnings* means any actual pre-tax weekly income You receive while You are working and eligible to receive a Weekly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We may average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Basic Weekly Earnings allowed by the Policy. A Weekly Benefit will not be payable for any week during which Your current earnings exceed that percentage.

*Deferred Compensation* means contributions You make through a salary reduction agreement with Policyholder to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

- a) 401(k);
- b) 403(b);
- c) 408(k); or
- d) 457.

Dependent Child means:

- a) Your natural born or legally adopted child;
- b) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
- c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

- a) a child who is married, in a domestic partnership, in a civil union partnership or equivalent, as recognized and allowed by federal law, or by state law in a child's state of residence;
- b) a child who has been legally adopted by another person; or
- c) a child:
  - 1. temporarily living in Your home;
  - 2. placed in Your home by a social service agency which retains control over the child; or
  - 3. who has a natural parent in a position to exercise parental responsibility and control.

*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred, as a result of which:

- a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or full-time basis); and
- b) after the Elimination Period, You are:
  - 1. prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or fulltime basis); and
  - 2. unable to generate Current Earnings which exceed 99% of Your Basic Weekly Earnings due to that same Injury or Sickness.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with the Policyholder.

*Eligible Survivor* means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.

*Elimination Period* means the number of days of continuous Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.

*Employee* means a person who is:

a) a citizen or permanent resident of the United States; or

- b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and
- c) receiving compensation from the Policyholder for work performed for the Policyholder at:
  - 1. the Policyholder's usual place of business;
  - 2. an alternative work site at the direction of the Policyholder; or
  - 3. a location to which the employee must travel to perform the job.

An employee does not include a person:

- a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from Our authorized representative in Our home office;
- b) working on a seasonal or temporary basis; or
- c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

*Evidence of Insurability* means proof of good health acceptable to Us. This proof may be obtained through questionnaires, physical exams or written documentation, as required by Us.

Full-Time means working the required number of hours to be considered a full-time employee of the Policyholder.

*Gross Weekly Benefit* means Your Weekly Benefit amount before any reduction for Other Income Sources and Current Earnings.

*Hospital* means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

*Injury* means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are insured under the Policy.

*Material Duties* means the essential tasks, functions, and operations relating to Your Regular Job that cannot be reasonably omitted or modified.

*Maximum Capacity* means, based on Your medical restrictions and limitations, the greatest extent of work You are able to do in Your Regular Job.

*Maximum Weekly Benefit* means the maximum dollar amount of disability benefit You may receive per week as shown in the Schedule.

*Medically Necessary* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- c) provided in accordance with generally accepted national professional standards and/or medical practice.

Our, We, Us means United of Omaha Life Insurance Company.

*Physician* means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- b) a licensed doctoral clinical psychologist;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) a naturopathic doctor;
- b) an acupuncturist;

- c) a physician in training; or
- d) You, Your Spouse, any person who lives with You, a child, brother, sister or parent of You or Your Spouse.

*Plan Administrator* means the person or entity designated as the plan administrator for the Policyholder's group disability welfare benefit plan.

Policy means the group policy issued to the Policyholder by Us, including this Certificate.

Policy Anniversary means January 1 of each Policy Year.

Policy Effective Date means January 1, 2015.

*Policy Year* means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

*Policyholder's Retirement Plan* means any Retirement Plan:

- a) which is part of any federal, state, county, municipal, or association retirement system; and
- b) for which You are eligible as a result of employment with the Policyholder.

*Proof of Earnings* means:

- a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
- b) payroll records; and
- c) any other records We request.

*Regular and Appropriate Care and Treatment* means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:

- a) Medically Necessary;
- b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
- c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

Regular Job means the occupation You are routinely performing when Your Disability begins.

Retirement Plan means a plan which:

- a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
  - 1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or
    - 2. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
- b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.

*Sickness* means a disease, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

*Spouse* means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

You, Your means the Employee who is insured under the Policy.

Group Voluntary Short-Term Disability Benefits

JEA

Group Number: G000AKKC

United of Omaha Life Insurance Company

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175



# YOUR GROUP VOLUNTARY SHORT-TERM DISABILITY BENEFITS



#### FOR EMPLOYEES OF:

# JEA

#### CLASS(ES):

All Eligible Active Full Time Employees of JEA and SJRPP Electing VSTD Option 2

#### **EFFECTIVE DATE:**

January 1, 2015

#### **PUBLICATION DATE:**

January 9, 2015

# NOTICE(S)

# THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF FLORIDA.

#### FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-877-5176 www.mutualofomaha.com

When contacting Us, please have Your Policy number available.

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# **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy Number GUC-AKKC (the Policy) has been issued to JEA (the Policyholder).

Insurance is provided for Employees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without Your consent or notice to You.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theany

**Chairman of the Board and Chief Executive Officer** 

Mulul Huss Corporate Secretary

## SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions, and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of this Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of this Certificate. Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

#### POLICY INFORMATION

Policyholder: Policy Effective Date: Policy Anniversary: Policy Number: Group Number: Classification:

Minimum Work Hours Required: Eligibility Present Waiting Period: Eligibility Future Waiting Period: Elimination Period: Injury: Sickness:

#### BENEFITS

JEA January 1, 2015 January 1 GUC-AKKC G000AKKC All Eligible Active Full Time Employees of JEA and SJRPP Electing VSTD Option 2 30 hours per week None None

14 calendar days 14 calendar days

Weekly Benefit Percentage:	(
Maximum Weekly Benefit:	9
Maximum Benefit Period:	
Portability:	]
Survivor Benefit:	]
Vocational Rehabilitation Benefit:	

#### EXCLUSION

Pre-existing Condition Exclusion:

60% \$1,000 24 weeks Included Included Voluntary 10%

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#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Basic Weekly Earnings* for salaried Employees means Your gross annual salary from the Policyholder in effect on the day immediately prior to the date on which Your Disability began, divided by 52.

Basic weekly earnings for hourly Employees means Your hourly rate of pay from the Policyholder in effect on the day immediately prior to Your Disability multiplied by the average number of hours You worked per week, not including overtime, during the 12 month period immediately prior to the date on which Your Disability began. If You were employed with the Policyholder for a period of less than 12 months, basic weekly earnings means Your hourly rate of pay multiplied by the average number of hours You worked per week during that period, not including overtime.

Basic weekly earnings is verified by premium We have received.

Basic weekly earnings includes Employee contributions to Deferred Compensation plans received from the Policyholder.

Basic weekly earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, Differentials, and other extra compensation received from the Policyholder.

Proof of Earnings is required.

*Differentials* mean additional compensation You receive from the Policyholder for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

- a) shift differentials;
- b) hazardous duties differentials;
- c) pay for longevity;
- d) on-call pay;
- e) lead nurse differentials;
- f) English as a Second Language (ESL) differentials;
- g) charge pay;
- h) weekend differentials;
- i) coaching and other extra curricular activities compensation; and
- j) on-call differentials.

Other Income Source(s) has the meaning set forth in the Other Income Sources provision of this Schedule.

*Recurrent Disability* means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Weekly Benefit under the Policy.

*Reimbursement Agreement* means the written agreement that We provide to You under which You agree to repay Us any overpayment resulting from Your or Your Spouse's or child(ren)'s receipt of Other Income Sources.

Social Security Normal Retirement Age (SSNRA) means Your normal retirement age under the U.S. Social Security Act in effect as of the date of Your Disability.

#### **ELIMINATION PERIOD**

If Your Disability is a result of an Injury, the Elimination Period is 14 calendar days. If Your Disability begins more than 7 calendar days after Your Injury date, the Elimination Period for Sickness will apply.

If Your Disability is a result of a Sickness, the Elimination Period is 14 calendar days.

The Elimination Period begins on the first day of Disability. The Elimination Period can be satisfied if You are working.

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#### **RECURRENT DISABILITY**

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

- a) You were continuously insured under the Policy from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
- b) Your Recurrent Disability occurs within 10 days after the date benefits ended for Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other Policyholder sponsored group long-term disability income policy or plan.

#### WEEKLY BENEFIT

#### **Total Disability**

If You are Disabled and earning less than 20% of Your Basic Weekly Earnings, the Weekly Benefit while Disabled is the lesser of:

- a) 60% of Your Basic Weekly Earnings, less Other Income Sources; or
- b) the Maximum Weekly Benefit, less any Other Income Sources.

#### **Partial Disability**

If You are Disabled and You are able to generate Current Earnings of at least 20% and not more than 99% of Your Basic Weekly Earnings, the Weekly Benefit payable will be the Weekly Benefit for Total Disability, unless the sum of:

- a) the Gross Weekly Benefit while You are Disabled; plus
- b) Other Income Sources You receive or are eligible to receive; plus
- c) Current Earnings while You are Disabled

exceeds 100% of Your Basic Weekly Earnings. If this sum exceeds 100% of Your Basic Weekly Earnings, the Weekly Benefit will be reduced by the amount in excess of 100% of Your Basic Weekly Earnings.

#### VOLUNTARY VOCATIONAL REHABILITATION BENEFIT

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by 10%.

#### MAXIMUM BENEFIT PERIOD

The maximum number of weeks that benefits are payable for a continuous period of Disability is 24 weeks.

#### **OTHER INCOME SOURCES**

We take into account the total of all Your income from other sources of income in determining the amount of Your Weekly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability:

- a) Any amount under another group or individual short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost, except any group short-term or long-term disability insurance policy or plan underwritten by United of Omaha Life Insurance Company.
- b) Any amount as disability income payments under any:
  - 1. state compulsory benefit act or law;
  - 2. government retirement system as a result of Your job with the Policyholder; or
  - 3. work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
- c) Any amount of benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.

- d) Any benefits for You or Your Spouse and Dependent Child under:
  - 1. the Canada Pension Plan;
  - 2. the Quebec Pension Plan;
  - 3. the Railroad Retirement Act;
  - 4. any public employee retirement plan;
  - 5. any teachers employment retirement plan; or
  - 6. any similar plan or act that provides:
    - a. Disability benefits; or
    - b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
- e) Any amount payable as:

f)

- 1. salary continuance, except
  - a. paid time off (PTO) that is not specified as sick leave;
  - b. vacation;
  - c. any earned time off program;
- 2. sick leave; or
- 3. severance allowance.
- Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.
- g) Any amount from any unemployment insurance law or program.

#### **EXPLANATION OF OTHER INCOME SOURCES**

You must apply for and pursue Other Income Sources for which You are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If Your application or claim for Other Income Sources is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for and pursued Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Source, We will not further reduce Your Weekly Benefit due to any cost of living increases payable under such type of Other Income Source.

Other Income Sources that are paid in a lump sum will be prorated on a weekly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a weekly basis over the lesser of the following:

- a) the Policy's Maximum Benefit Period; or
- b) 12 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Weekly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and the Policyholder's contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Weekly Benefit if You:

- a) apply for Other Income Sources; and
- b) sign Our Reimbursement Agreement.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Sources, We may:

- a) estimate Your Other Income Sources; and
- b) reduce Your Weekly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore Your Weekly Benefit amount and refund any underpayment to You in a lump sum.

# ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Actively Working, Active Work means an Employee is performing the normal duties of his or her Regular Job for the Policyholder on a regular and continuous basis 30 or more hours each week. An Employee will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

*First Enrollment Period* means the 31-day period following the day the Employee becomes eligible for insurance under the Policy or any Prior Plan.

Portability Period means the period of time that is 31 days from the date Your insurance under the Policy ends.

*Portability Policy* means any type of group or individual disability insurance policy customarily issued by Us for purposes of providing coverage after Your insurance under the Policy ends.

Prior Plan means any group disability plan or individual worksite disability plan of benefits:

- a) replaced by insurance under part or all of the Policy; and
- b) in effect and maintained or sponsored by the Policyholder on the day before the Policy Effective Date.

*Subsequent Enrollment Period* means any period of up to 31 consecutive calendar days designated for enrollment under the Policy by the Policyholder and agreed to in writing by Our authorized representative in Our home office.

*Written Request* means a request that is signed, dated and submitted to the Policyholder. The request must be on a form We supply or be in a form and content acceptable to Us.

#### WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR INSURANCE

An Employee who is Actively Working on the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

An Employee who is hired after the Policy Effective Date becomes eligible for insurance under the Policy on the day the Employee begins Active Work.

The day on which an Employee becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.

#### CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER

If You are not Actively Working on the Policy Effective Date due to Injury or Sickness, upon payment of the premium, You will be insured under the Policy if You:

- a) were covered under a Prior Plan on the day before the Policy Effective Date; and
- b) resume Active Work.

#### EFFECT OF A PRE-EXISTING CONDITION WITH PRIOR COVERAGE

#### Prior Group Disability Plan Coverage Maintained by the Policyholder

If You become insured under the Policy on the Policy Effective Date and were covered under a Prior Plan on the day before the Policy Effective Date, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under the Prior Plan, giving consideration towards continuous time covered under both plans, We will pay the benefit payable under the Policy.
- b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or of the Prior Plan, no benefit under the Policy will be payable.

#### Prior Individual Worksite Disability Plan Coverage

If You become insured under the Policy on the Policy Effective Date and were covered under an individual worksite disability plan obtained through the Policyholder on the day before the Policy Effective Date, We will pay the benefit payable under the Policy. The Pre-existing Condition Exclusion provision of the Policy will not apply.

#### WHEN INSURANCE BEGINS

An eligible Employee must enroll for insurance by submitting a Written Request for insurance. The Written Request must be submitted to the Policyholder within 31 days following the day the Employee become(s) eligible. If the Written Request for insurance is not submitted within 31 days following the day the Employee become(s) eligible for insurance, We will require Evidence of Insurability.

An eligible Employee will become insured on the latest of the day:

- a) the Employee begins Active Work;
- b) the Employee submits a Written Request to enroll for insurance, if applicable; or
- c) We approve Evidence of Insurability, if required.

If the Employee is not Actively Working on the day insurance would otherwise begin, insurance will begin on the day the Employee returns to Active Work.

#### **EXCEPTIONS TO WHEN INSURANCE BEGINS**

This provision does not apply if the Employee is eligible for coverage under the Continuity of Insurance Upon Transfer of Insurance Carrier provision.

Insurance for an Employee who has an Injury or Sickness and is confined:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until the day the Employee returns to Active Work.

#### THE FIRST ENROLLMENT PERIOD

An Employee may elect insurance for him/herself during the Employee's First Enrollment Period.

If an Employee does not elect insurance during the Employee's First Enrollment Period, future elections may only be made in accordance with the Subsequent Enrollment Periods provision, or as otherwise provided under the When Election Changes Are Permitted provision.

#### SUBSEQUENT ENROLLMENT PERIODS

An Employee may elect, drop, increase, decrease or change insurance during a Subsequent Enrollment Period.

#### WHEN ELECTION CHANGES ARE PERMITTED

An Employee may elect, drop, increase, decrease or change insurance as allowed by the Policyholder. Any election of or increase in insurance is subject to the Pre-Existing Conditions provision of the Policy as of the effective date of the increase.

#### **CHANGES TO INSURANCE BENEFITS**

Any allowable change in Your classification or amount of insurance, whether requested by You or the Policyholder, or as a result of the terms of the Policy, will take effect on the later of the first day of the month that follows the date of the request or the change, or the first day of the month that follows the day We approve any required Evidence of Insurability.

If You are not Actively Working on the day any increase in insurance would otherwise take effect, the increase will become effective the first day of the month that follows the day You return to Active Work.

In no event will any change take effect during a period of Disability.

#### **REINSTATEMENT OF INSURANCE**

You may be eligible to reinstate insurance that has ended in accordance with this provision. You must submit a Written Request to reinstate insurance within 31 days of Your return to Active Work.

Reinstated insurance will take effect on the date of the Written Request, or the first day of the month that follows the day We approve any required Evidence of Insurability. If You are not Actively Working on the day the reinstated insurance would otherwise take effect, insurance will become effective on the day You return to Active Work.

#### Non-Payment of Premium or Voluntary Termination of Insurance

If insurance ended due to Your non-payment of premium or voluntary termination of insurance, We will require Evidence of Insurability to reinstate insurance.

#### WHEN INSURANCE ENDS

Insurance will end on the earliest of the day:

- a) You are no longer eligible for insurance under the Policy;
- b) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less);
- c) the Policy terminates; or
- d) insurance ends in accordance with the Grace Period provision.

If You are Disabled on the day the Policy terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

#### EXCEPTIONS TO WHEN INSURANCE ENDS

If insurance for You ends but the Policy is in effect, You may be able to continue or obtain insurance under one of the following provisions:

- a) Continuation of Insurance During Disability
- b) Continuation of Insurance Under the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA)
- c) Portability

#### CONTINUATION OF INSURANCE DURING DISABILITY

If You become Disabled, Your insurance will continue with payment of premium for as long as You are entitled to receive Weekly Benefits.

# CONTINUATION OF INSURANCE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

The federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Contact the Policyholder for additional information regarding any other continuation options that may be available.

#### PORTABILITY

#### When Employment or Class Membership Ends

If group disability insurance ends because Your employment or membership in a class (as shown under Classification(s) on the Schedule) ends, You have the right to continue group disability insurance under this provision.

The Portability Policy does not provide the same insurance benefits You had while insured under the Policy and premiums will change. You may contact the Policyholder or Us at any time for a description of the benefits available under the Portability Policy. The Portability Policy is subject to change.

#### When Portability Coverage is Available

Portability coverage is available when:

- a) You are under age 70;
- b) You are not Disabled;
- c) You are not retired;
- d) You are not on a leave of absence;
- e) You are not absent due to a labor strike;
- f) You are not covered under any other similar individual or group disability coverage; and
- g) You were insured under the Policy (and the plan it replaced, if applicable) for at least six consecutive months immediately prior to the date Your employment or membership in a class ended.

#### How to Request Continued Coverage Under this Provision

Coverage under the Portability Policy begins immediately after insurance under the Policy ends, provided You are eligible for portability and submit a Written Request within the Portability Period. Evidence of Insurability is not required unless an increased level of insurance is requested.

#### The Portability Policy

Group insurance continued under this provision is available under another group disability insurance policy (the "Portability Policy") issued by Us. The continued group insurance under the Portability Policy is available as a result of the portability rights that arise solely from the Policy, as arranged for You as an employee welfare benefit subject to the Employee Retirement Income Security Act of 1974, as amended.

#### When Portability Coverage Ends

Insurance coverage continued under this provision will end in accordance with the terms of the Portability Policy.

# SHORT-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Participation in a Riot* means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

#### SHORT-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while insured under the Policy, We will pay the Weekly Benefit shown in the Schedule in accordance with the terms of the Policy. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

#### SURVIVOR BENEFIT

We will pay a Survivor Benefit to Your Eligible Survivor when We receive proof that You died:

- a) after being Disabled; and
- b) while receiving or eligible to receive a Weekly Benefit under the Policy.

The Survivor Benefit will be payable as a lump sum amount equal to the total Weekly Benefit that would be payable for the Maximum Benefit Period, less any benefits already paid to You.

If a Survivor Benefit is payable to Your Dependent Child and, if there is more than one such Dependent Child, then the Survivor Benefit will be divided equally among such Dependent Children.

If payment becomes due to Your Dependent Child or Dependent Children, the payment will be made to:

- a) Your Dependent Child; or
- b) a person legally authorized to receive payments or the Dependent Child's or Dependent Children's behalf. This payment will be valid and effective against all claims by the Dependent Child or Dependent Children or by others representing or claiming to represent such Dependent Child or Dependent Children.

If there are no Eligible Survivors, the Survivor Benefit will be paid to Your estate.

Any payment made in good faith will fully discharge Us to the extent of the payment.

#### VOLUNTARY VOCATIONAL REHABILITATION PROVISION

If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- a) worksite modification and/or special equipment;
- b) job placement;
- c) retraining; and
- d) other services reasonably necessary to help You return to work.

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Weekly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- a) Your Disability must not allow You to perform Your Regular Job;
- b) You must have the physical and mental capability to complete a rehabilitation program; and
- c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

We will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician and the Policyholder. The IWRP will describe:

- a) the vocational rehabilitation goals and services;
- b) the responsibilities of Us, You and any third parties associated with the IWRP;
- c) the times and dates of the vocational rehabilitation services; and
- d) all costs associated with the services.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

While You are a participant in an IWRP, Weekly Benefits will continue to be payable subject to reduction by Other Income Sources. Eligibility for continued Weekly Benefits will be assessed at the completion of the IWRP.

#### WHEN BENEFITS END

Benefits will be paid during a period of Disability until the earliest of the day:

- a) You are no longer Disabled;
- b) You die;
- c) on which the Maximum Benefit Period ends as shown in the Schedule;
- d) You fail to provide Us satisfactory proof of continuous Disability;
- e) You fail to provide Us satisfactory Proof of Earnings;
- f) You have been incarcerated or imprisoned for 31 days or longer;
- g) You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability; or
- i) You are able to return to work with the Policyholder on a part-time or Full-Time basis and do not do so.

If You are eligible to receive Disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

#### PRE-EXISTING CONDITION EXCLUSION

A *Pre-existing Condition* means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition which begins in the first 6 months after You are continuously insured under the Policy.

#### EXCLUSIONS

We will not pay benefits for any Disability which:

- a) results from an act of declared or undeclared war or armed aggression;
- b) results from Your Participation in a Riot or Your commission of or attempt to commit a felony or any type of assault or battery;
- c) arises out of or in the course of employment with the Policyholder for which You are entitled to benefits under any workers' compensation or occupational disease law, or receives any settlement from the workers' compensation carrier;
- d) results, whether You are sane or insane, from:
  - 1. an intentionally self-inflicted Injury or Sickness; or
  - 2. attempted suicide;

- e) occurs while You are incarcerated or imprisoned for any period exceeding 31 days; or
- f) is solely a result of a loss of a professional license, occupational license, or certification.

## PREMIUM PAYMENTS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### PAYMENT OF PREMIUMS THROUGH PAYROLL DEDUCTION

You are responsible for the payment of premiums for Your insurance under the Policy.

Premiums will be automatically deducted from Your paychecks by the Policyholder, then remitted to Us, as authorized by You during the enrollment process. Please contact the Policyholder for information regarding Your paycheck deductions.

Payment of premium does not guarantee eligibility for coverage or benefits.

#### **GRACE PERIOD**

All premiums for insurance under the Policy must be paid within the grace period. There is a grace period of 60 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 60-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the Policyholder provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

#### **PREMIUM CHANGES**

If You request a change in the amount of insurance, the Policyholder will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, the Policyholder will provide You with notice of the change at least 45 days prior to the date of the change.

Premium amounts will change if premium rates under the Policy are changed.

## **PAYMENT OF CLAIMS**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to: Benefits Administrator JEA 21 W Church St T-6 Benefits Jacksonville, Florida 32002

You will be responsible for any fees charged by Your Physician for completing a claim form.

#### CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact: United of Omaha Life Insurance Company Group Disability Management Services Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-877-5176

#### PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, from Us or obtained on Our website. A request for a claim form should be made within 20 days after a Disability occurs or as soon as reasonably possible. If You do not receive a claim form within 15 days of Your request, You can provide a written or verbal statement to Us, stating:

- a) that You are under the Regular and Appropriate Care and Treatment of a Physician;
- b) the appropriate documentation of Your job duties at Your Regular Job and Your Basic Weekly Earnings;
- c) the date Your Disability began;
- d) the cause of your Disability;
- e) any restrictions and limitations preventing You from performing Your Regular Job; and
- f) the name and address of any attending Physician, Hospital or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to Us within 90 days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that 90-day period; and
- b) proof is furnished as soon as reasonably possible, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.

Proof of continued Disability, Regular and Appropriate Care and Treatment of a Physician and any Other Income Sources must be given to Us, upon request. This proof must be received within 90 days of Our request. If it is not, benefits may be denied or suspended.

#### ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS

We may occasionally require You to be examined by a Physician or vocational rehabilitation expert of Our choice to assist in determining whether benefits are payable. We will pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment cancellation within the required amount of time

specified by the examiner. We may recover this fee by reduction of benefits that are payable. We will not require more than a reasonable number of examinations.

Disability and other benefits will be paid no more than 45 days after We receive acceptable proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays;
- d) Proof of Earnings; and
- e) other diagnostic aids.

#### MODE OF PAYMENT FOR DISABILITY

Disability benefits will be paid by Us weekly after We receive acceptable proof of Disability. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

- a) Your Eligible Survivor; or
- b) Your estate.

#### **REFUND TO US**

If it is found that We paid more benefits than We should have paid under the Policy, We have the right to a refund from You or the recipient of benefits.

We also have a right to a refund for any payments due to:

- a) fraud or misrepresentation;
- b) any error We make in processing a claim; or
- c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including without limitation, reducing or withholding Your Weekly Benefit or any benefits payable to You under any other disability insurance policy issued by Us. We will credit these payments to the refund until the refund is fully recovered.

#### **AUTHORITY TO INTERPRET POLICY**

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, You or any other third party.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, United of Omaha Life Insurance Company and any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this Policy.

You or Your beneficiary has the right to request a review of Our decision. If, after exercising the Policy's review procedures, You or Your beneficiary's claim for benefits is denied or ignored, in whole or in part, You or Your beneficiary may file suit and a court will review Your or Your beneficiary's eligibility or entitlement to benefits under the Policy.

# CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

#### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

*Claimant* means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

#### CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

#### INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

- a) initial claim decision period: 45 days unless additional information is requested as set forth below;
- b) extension period: 30 days; and
- c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

#### CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

- a) the specific reason(s) for the denial;
- b) reference to the specific Policy provisions on which the denial is based;
- c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

#### **OPPORTUNITY TO REQUEST AN APPEAL**

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

- a) the Claimant's name;
- b) the name of the person filing the appeal if different from the Claimant;
- c) the Policy number; and
- d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

- a) was relied upon in making the claim decision;
- b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

#### **RESPONSE TO APPEALS**

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

- a) information regarding the decision; and
- b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# **STANDARD PROVISIONS**

#### **INSURANCE CONTRACT**

The insurance contract consists of:

- a) the Policy;
- b) the Policyholder's signed application attached to the Policy; and
- c) any application signed by You.

Statements in an application are considered representations and not warranties. We will not use any statements in Your application to deny a claim or to contest the validity of this insurance unless We provide You with a copy of that application.

#### CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require Your consent; and
- b) must be:
  - 1. in writing;
  - 2. made a part of the Policy; and
  - 3. signed by Our authorized representative in Our home office.

A change may affect any class of Employees included in the Policy.

#### INCONTESTABILITY

We will not use any statements in Your application to contest the validity of this insurance after it has been in-force during Your lifetime for two years.

#### LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given proof of loss. No legal action can be brought more than 5 years after the date proof of loss is required, unless otherwise required by state law in Your state of residence.

# **GENERAL DEFINITIONS**

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Certificate.

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Certificate* means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

*Current Earnings* means any actual pre-tax weekly income You receive while You are working and eligible to receive a Weekly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We may average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Basic Weekly Earnings allowed by the Policy. A Weekly Benefit will not be payable for any week during which Your current earnings exceed that percentage.

*Deferred Compensation* means contributions You make through a salary reduction agreement with Policyholder to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

- a) 401(k);
- b) 403(b);
- c) 408(k); or
- d) 457.

Dependent Child means:

- a) Your natural born or legally adopted child;
- b) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
- c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

- a) a child who is married, in a domestic partnership, in a civil union partnership or equivalent, as recognized and allowed by federal law, or by state law in a child's state of residence;
- b) a child who has been legally adopted by another person; or
- c) a child:
  - 1. temporarily living in Your home;
  - 2. placed in Your home by a social service agency which retains control over the child; or
  - 3. who has a natural parent in a position to exercise parental responsibility and control.

*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred, as a result of which:

- a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or full-time basis); and
- b) after the Elimination Period, You are:
  - 1. prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or fulltime basis); and
  - 2. unable to generate Current Earnings which exceed 99% of Your Basic Weekly Earnings due to that same Injury or Sickness.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with the Policyholder.

*Eligible Survivor* means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.

*Elimination Period* means the number of days of continuous Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.

*Employee* means a person who is:

a) a citizen or permanent resident of the United States; or

- b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and
- c) receiving compensation from the Policyholder for work performed for the Policyholder at:
  - 1. the Policyholder's usual place of business;
  - 2. an alternative work site at the direction of the Policyholder; or
  - 3. a location to which the employee must travel to perform the job.

An employee does not include a person:

- a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from Our authorized representative in Our home office;
- b) working on a seasonal or temporary basis; or
- c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

*Evidence of Insurability* means proof of good health acceptable to Us. This proof may be obtained through questionnaires, physical exams or written documentation, as required by Us.

Full-Time means working the required number of hours to be considered a full-time employee of the Policyholder.

*Gross Weekly Benefit* means Your Weekly Benefit amount before any reduction for Other Income Sources and Current Earnings.

*Hospital* means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

*Injury* means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are insured under the Policy.

*Material Duties* means the essential tasks, functions, and operations relating to Your Regular Job that cannot be reasonably omitted or modified.

*Maximum Capacity* means, based on Your medical restrictions and limitations, the greatest extent of work You are able to do in Your Regular Job.

*Maximum Weekly Benefit* means the maximum dollar amount of disability benefit You may receive per week as shown in the Schedule.

*Medically Necessary* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- c) provided in accordance with generally accepted national professional standards and/or medical practice.

Our, We, Us means United of Omaha Life Insurance Company.

*Physician* means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- b) a licensed doctoral clinical psychologist;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) a naturopathic doctor;
- b) an acupuncturist;

- c) a physician in training; or
- d) You, Your Spouse, any person who lives with You, a child, brother, sister or parent of You or Your Spouse.

*Plan Administrator* means the person or entity designated as the plan administrator for the Policyholder's group disability welfare benefit plan.

Policy means the group policy issued to the Policyholder by Us, including this Certificate.

Policy Anniversary means January 1 of each Policy Year.

Policy Effective Date means January 1, 2015.

*Policy Year* means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

*Policyholder's Retirement Plan* means any Retirement Plan:

- a) which is part of any federal, state, county, municipal, or association retirement system; and
- b) for which You are eligible as a result of employment with the Policyholder.

*Proof of Earnings* means:

- a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
- b) payroll records; and
- c) any other records We request.

*Regular and Appropriate Care and Treatment* means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:

- a) Medically Necessary;
- b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
- c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

Regular Job means the occupation You are routinely performing when Your Disability begins.

Retirement Plan means a plan which:

- a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
  - 1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or
    - 2. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
- b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.

*Sickness* means a disease, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

*Spouse* means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

You, Your means the Employee who is insured under the Policy.

Group Voluntary Short-Term Disability Benefits

JEA

Group Number: G000AKKC

United of Omaha Life Insurance Company

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175



# **UNITED OF OMAHA LIFE INSURANCE COMPANY**

A MUTUAL of OMAHA COMPANY

# **GROUP VOLUNTARY SHORT-TERM DISABILITY CERTIFICATE SUMMARY**



This summary describes some of the terms and conditions of the Policy. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate, available from the Policyholder. A person is not necessarily entitled to insurance because he or she received this summary. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Policy. This summary was published on January 9, 2015.

### POLICY INFORMATION

Policyholder:	JEA
Policy Effective Date:	January 1, 2015
Policy Anniversary:	January 1
Policy Number:	GUC-AKKC
Group Number:	G000AKKC
Classification:	All Eligible Active Full Time Employees of JEA and SJRPP
	Electing VSTD Option 1
Minimum Work Hours Required:	30 hours per week
Eligibility Present Waiting Period:	None
Eligibility Future Waiting Period:	None
Elimination Period:	
Injury:	7 calendar days
Sickness:	7 calendar days

### BENEFITS

Weekly Benefit Percentage:	60%
Maximum Weekly Benefit:	\$750
Maximum Benefit Period:	25 weeks
Portability:	Included
Survivor Benefit:	Included
Vocational Rehabilitation Benefit:	Voluntary 10%

### EXCLUSION

Pre-existing Condition Exclusion:

Volunt

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# **UNITED OF OMAHA LIFE INSURANCE COMPANY**

A MUTUAL of OMAHA COMPANY

# **GROUP VOLUNTARY SHORT-TERM DISABILITY CERTIFICATE SUMMARY**



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### POLICY INFORMATION

Policyholder: Policy Effective Date: Policy Anniversary: Policy Number: Group Number: Classification:

Minimum Work Hours Required: Eligibility Present Waiting Period: Eligibility Future Waiting Period: Elimination Period: Injury: Sickness:

### BENEFITS

Weekly Benefit Percentage: Maximum Weekly Benefit: Maximum Benefit Period: Portability: Survivor Benefit: Vocational Rehabilitation Benefit:

### EXCLUSION

Pre-existing Condition Exclusion:

JEA January 1, 2015 January 1 GUC-AKKC G000AKKC All Eligible Active Full Time Employees of JEA and SJRPP Electing VSTD Option 2 30 hours per week None None

14 calendar days 14 calendar days

60% \$1,000 24 weeks Included Included Voluntary 10%

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A MUTUAL *of* Омана Сомрану Mutual of Omaha Plaza, Omaha, NE 68175



Home Office: Mutual of Omaha Plaza, Omaha, Nebraska 68175

This Policy is issued to JEA (the "Policyholder").

This Policy is a legal contract between the Policyholder and Us. It is issued in consideration of payment of premiums and the Policyholder's application.

This Policy will be interpreted under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This Policy is issued in the State of Florida. To the extent state law is not preempted by ERISA, and only to that extent, this Policy will also be interpreted under the law of the State of Florida, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this Policy which is in conflict with the applicable laws of the State of Florida is changed to conform to the minimum requirements of that State's laws.

This Policy is effective January 1, 2015 at the Policyholder's main office.

We agree to pay benefits subject to the terms, conditions, and limitations of this Policy.

The Certificate is made a part of this Policy.

### **GROUP POLICY NO. GUC-AKKC**

Publication Date: January 9, 2015

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

**Corporate Secretary** 

# **GENERAL PROVISIONS**

Capitalized terms are defined in the Certificate or other documents made a part of this Policy.

### **PREMIUM CHANGES**

We reserve the right to change premium rates any time after:

- a) the most recent premium rate guarantee date described in this Policy;
- b) there is an increase or decrease of 10% or more in the Policyholder's Employee population or the number of Employees insured under this Policy;
- c) Our liability or cost of administration is changed due to a change in federal, state, or local law;
- d) this Policy's terms are changed; or
- e) there is a change which materially affects the risk assumed for insurance provided by this Policy.

We must give the Policyholder at least 90 days advance Written Notice of any premium rate change.

### **PAYMENT OF PREMIUMS**

The premium for this Policy equals the sum of the individual premiums for each Insured Person. The first premium is due on the effective date of this Policy. Subsequent premiums are due on the first day of each subsequent month or other modal period agreed to in writing by an authorized representative in Our home office. Premium payments must be made to Our home office or to a location We designate, using a payment method We accept. We will consider premium to be paid on the date We receive it.

### **GRACE PERIOD**

This Policy has a 60 day grace period. This means that, except for the initial premium, if the premium is not paid on or before the date it is due, it may be paid in the 60-day period that follows. This Policy will stay in force during the grace period, unless the Policyholder gives Us written notice that this Policy will terminate during the grace period. If We receive such notice, We will terminate this Policy on the date requested.

### TERMINATION

Following at least 60 days advance written notice to the Policyholder, We have the right to terminate this Policy:

- a) if the number of Employees insured is less than 10 or less than 25% of those eligible for insurance;
- b) any time after the most recent premium rate guarantee date described in this Policy; or
- c) if the Policyholder does not perform any of its duties under this Policy.

The Policyholder has the right to terminate this Policy at any time. The Policyholder must give Us written notice of at least 31 days before the date this Policy is to terminate, unless the Policyholder gives Us written notice that this Policy will terminate during the grace period.

This Policy will automatically terminate at the end of the grace period if the Policyholder fails to pay its portion of the premium.

If this Policy terminates for any reason:

- a) all unpaid premiums up to the date of termination are due, including premiums for the grace period or any part of the grace period; and
- b) all unpaid premiums are due no later than the date of termination.

Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

### **REINSTATEMENT AFTER TERMINATION**

If this Policy terminates for any reason, the Policyholder may request to reinstate it. We will reinstate only if:

- a) an authorized representative in Our home office agrees in writing to reinstate this Policy;
- b) the Policyholder agrees in writing to accept any written conditions of reinstatement that We impose;
- c) all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
- d) the premium due from the date of reinstatement until the next premium due date is paid.

### CERTIFICATES

We will issue the Policyholder a Certificate for delivery to each Insured Person. The Certificate describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under this Policy.

### **MISSTATEMENT OF AGE OR GENDER**

If an Insured Person's age or gender is misstated, We may adjust the premium or the benefits payable. An adjustment of the benefits payable will be based on what the premium would have purchased at the correct age or gender.

### INCONTESTABILITY

We will not contest this Policy after it has been in force two years, except for nonpayment of premium.

### POLICYHOLDER RESPONSIBILITIES

The Policyholder will notify each Insured Person and Us when insurance under this Policy ends if this Policy is terminated and is not replaced by another policy or plan with no interruption in coverage.

Notice shall be provided within 31 days from the date insurance ends. Notice to the Insured Person shall include information about any options available to continue or obtain insurance.

The Policyholder is responsible for keeping the following records:

- a) persons insured by classification and any persons eligible but not insured;
- b) the amount of money the Policyholder contributes toward premiums;
- c) beneficiary designation information, if applicable; and
- d) any other information which We may reasonably request.

The Policyholder will provide Us with copies of these records upon request. These records must be open to Us for inspection at any reasonable time. The Policyholder will provide, as We require, any information on Our forms which is needed for insurance administration.

The Policyholder is responsible for enrolling eligible persons for coverage under this Policy and performing other administrative duties agreed to by Us. The Policyholder will perform its responsibilities in accordance with the terms of this Policy and Our policies and procedures. The Policyholder may delegate some of its responsibilities to a third party. The Policyholder agrees to indemnify and hold Us harmless from and against any and all claims, actions, damages, liability and expenses, including, without limitation, reasonable attorneys' fees, arising from or related to the failure of the Policyholder, or a third party to whom the Policyholder has delegated its responsibilities, to perform its responsibilities in accordance with the terms of this Policy or Our policies and procedures.

The Policyholder, as plan sponsor, agrees that the Policyholder retains full responsibility for the legal and tax status of its benefits program and releases Us from all responsibility for the reporting and the employment-based design of the program and from all other responsibilities not accepted in writing by Our authorized representative in Our home office.

### ASSIGNMENT

No assignment of this Policy is binding upon Us unless an officer in Our home office agrees to it in writing and not until it is recorded with Us at Our home office.

# PREMIUM RIDER

This rider is made a part of Group Policy GUC-AKKC.

This rider is effective on the Policy Effective Date.

### CLASS(ES)

All Eligible Active Full Time Employees of JEA and SJRPP Electing VSTD Option 1

All Eligible Active Full Time Employees of JEA and SJRPP Electing VSTD Option 2

### SHORT-TERM DISABILITY INSURANCE PREMIUMS

All Eligible Active Full Time Employees of JEA and SJRPP Electing VSTD Option 1

The monthly premium for short-term disability insurance is as follows:

Total Weekly Benefits means the total amount of benefits for which all Employees are insured under the Policy.

All Eligible Active Full Time Employees of JEA and SJRPP Electing VSTD Option 2

The monthly premium for short-term disability insurance is as follows:

Employee ...... \$0.35 per \$10 of Total Weekly Benefits

Total Weekly Benefits means the total amount of benefits for which all Employees are insured under the Policy.

### RATE GUARANTEE DATE

January 1, 2018 or any date thereafter agreed to in writing by Our authorized representative in Our home office.

### PREMIUM ALLOCATION

The total amount of premium paid or remitted by the Policyholder for this Policy and any other group insurance policy the Policyholder has with Us or any of Our affiliates ("Other Policy") will be allocated to this Policy and each Other Policy on a pro-rata basis. This means that if the Policyholder does not pay or remit the full premium that is due for this Policy or any Other Policy by the due date, the full amount of premium for this Policy and each Other Policy will be past due, resulting in termination of this Policy and each Other Policy in accordance with the applicable grace period for this Policy and each Other Policy.

### **PUBLICATION DATE**

January 9, 2015

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theary

Chairman of the Board and Chief Executive Officer

A MUTUAL of OMAHA COMPANY

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



JEA GVTL-AKKC Revised: December 1, 2015 All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	For Your Spouse: All Amounts
	For Your Dependent Child: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1 or 2 times
	Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher
	multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
	end on the date You attain age 70.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
	Sum.
Life Insurance Benefit For Your	Your lawful spouse can be insured for amounts of life insurance from \$10,000 to
Dependent Spouse	\$25,000 in \$5,000 increments. In no event shall the Dependent Life Insurance
	Benefit exceed 50% of Your Basic Term Life Insurance Benefit.
Life Insurance Benefit For Your	Your eligible Dependent children can be insured for an amount of life insurance of
Dependent Child(ren)	\$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of
(Age 14 Days to 26 years)	Your Basic Term Life Insurance Benefit.
Accidental Death and	A Principal Sum equal to the amount of Your Dependent's Life Insurance Benefit.
Dismemberment Benefit For Your	
Dependents	
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.

Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> <li>You enter the Armed Forces, National Guard or Reserves of any state or country</li> </ul>
	on active duty (except for temporary active duty of two weeks or less).
	DEPENDENT ELIGIBILITY
Definition of Dependent	Dependent means a citizen, permanent resident, or lawful resident of the United
	States who, as indicated by evidence acceptable to Us, is:
	• Your lawful spouse;
	• Your natural born or legally adopted child;
	• Your stepchild living in Your home; or
	• any other child who lives with the Employee in a regular parent-child relationship
	and for whom You claimed as a Dependent on Your last filed federal income tax
	return.
	A dependent does not include a child less than age 14 days or who has attained the
	Limiting Age defined in the Certificate.
Definition of Limiting Age	Limiting Age means the last day of the calendar year in which a child reaches his/her
	26th birthday.

When Dependent Insurance Begins	You may request Dependent insurance by properly completing and signing an
When Dependent Insurance Degins	enrollment form acceptable to Us and submitting the form to the Policyholder.
	An eligible Dependent will be insured on the latest of the day:
	<ul> <li>You become insured;</li> </ul>
	• You acquire the eligible Dependent; or You properly complete and sign on engellment form eccentable to Us for
	• You properly complete and sign an enrollment form acceptable to Us for
	Dependent insurance and submit it as described above.
	If We do not receive Your request to insure Your Dependents within 31 days from
	the day the Dependent is eligible for insurance, We will require Evidence of Good
	Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent
	will become insured on the date We approve the Dependent's Evidence of Good
	Health. In order to insure an eligible Dependent child, You must insure all eligible
	Dependent children. You must also apply for the same amount of insurance for each
	eligible Dependent child. We do not require You to insure both Your spouse and
	children.
Changes in the Amount of Your	Decrease in the Amount of Your Dependent's Insurance
Dependent's Insurance	Any decrease in the amount of Dependent insurance will take effect on the day of the
	decrease.
	The amount of Dependent insurance cannot be decreased to an amount less than any
	plan minimums shown in the Schedule of the Certificate.
	Increase in the Amount of Your Dependent's Insurance
	Any increase in the amount of Dependent insurance will take effect the day of the
	change, if We do not require Evidence of Good Health. If Evidence of Good Health
	is required, any increase in the amount of Dependent insurance will take effect the
	day We approve Evidence of Good Health, if required.
When Insurance for a Dependent	Insurance for a Dependent child will end on the earliest of the:
Child Ends	• day the Policy terminates;
	• day any premium contribution for Dependent child insurance is due and unpaid;
	• day a Dependent child enters active duty or training in the Armed Forces, National
	Guard or Reserves of any state or country (except temporary active duty of two
	weeks or less);
	• day Your insurance ends;
	• last day of the Policy month in which the Dependent child is no longer eligible not
	due to his/her Limiting Age, or the last day of the calendar year in which the
	Dependent child is no longer eligible due to his/her Limiting Age; or
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate.

When Insurance for a Dependent	Insurance for a Dependent spouse will end on the earliest of the:
Spouse Ends	<ul> <li>day the Policy terminates;</li> </ul>
opouse Linus	<ul><li>day You attain age 70;</li></ul>
	<ul> <li>day any premium contribution for Dependent spouse insurance is due and unpaid;</li> </ul>
	<ul> <li>day and premium controlation for Dependent spouse instatute is due and anpard,</li> <li>day a Dependent spouse enters active duty or training in the Armed Forces,</li> </ul>
	National Guard or Reserves of any state or country (except temporary active duty
	of two weeks or less);
	<ul> <li>day Your insurance ends;</li> </ul>
	<ul><li>last day of the Policy month in which the Dependent spouse is no longer eligible;</li></ul>
	Or day Your incurrence is continued without normant of memium under the Weiver of
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate. FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
Living benefits Option For Tou	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.
Loveff on Loove of Absonce	You may be able to continue Life and Accidental Death and Dismemberment
Layoff or Leave of Absence	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
	Dependent insurance under the Portability provision may be obtained without
	providing Evidence of Good Health for Your Dependents subject to conditions
	described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.

# LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

# AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You or Your Dependent are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
• Both Hands	
Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
	For Your Dependent: 10% of the Principal Sum, up to \$25,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: January 15, 2016

# YOUR GROUP VOLUNTARY TERM LIFE BENEFITS

# JEA

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

> UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

> > **Revised December 1, 2015**

# HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

### JEA

21 W Church Street Jacksonville, FL 32202

# CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GVTL-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GVTL-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL of OMAHA COMPANY

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



JEA GVTL-AKKC Revised: December 1, 2015 All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	For Your Spouse: All Amounts
	For Your Dependent Child: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1 or 2 times
	Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher
	multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
	end on the date You attain age 70.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
	Sum.
Life Insurance Benefit For Your	Your lawful spouse can be insured for amounts of life insurance from \$10,000 to
Dependent Spouse	\$25,000 in \$5,000 increments. In no event shall the Dependent Life Insurance
	Benefit exceed 50% of Your Basic Term Life Insurance Benefit.
Life Insurance Benefit For Your	Your eligible Dependent children can be insured for an amount of life insurance of
Dependent Child(ren)	\$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of
(Age 14 Days to 26 years)	Your Basic Term Life Insurance Benefit.
Accidental Death and	A Principal Sum equal to the amount of Your Dependent's Life Insurance Benefit.
Dismemberment Benefit For Your	
Dependents	
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.

Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> <li>You enter the Armed Forces, National Guard or Reserves of any state or country</li> </ul>
	on active duty (except for temporary active duty of two weeks or less).
	DEPENDENT ELIGIBILITY
Definition of Dependent	Dependent means a citizen, permanent resident, or lawful resident of the United
	States who, as indicated by evidence acceptable to Us, is:
	• Your lawful spouse;
	• Your natural born or legally adopted child;
	• Your stepchild living in Your home; or
	• any other child who lives with the Employee in a regular parent-child relationship
	and for whom You claimed as a Dependent on Your last filed federal income tax
	return.
	A dependent does not include a child less than age 14 days or who has attained the
	Limiting Age defined in the Certificate.
Definition of Limiting Age	Limiting Age means the last day of the calendar year in which a child reaches his/her
	26th birthday.

When Dependent Insurance Begins	You may request Dependent insurance by properly completing and signing an
When Dependent Insurance Degins	enrollment form acceptable to Us and submitting the form to the Policyholder.
	An eligible Dependent will be insured on the latest of the day:
	<ul> <li>You become insured;</li> </ul>
	• You acquire the eligible Dependent; or You properly complete and sign on engellment form eccentable to Us for
	• You properly complete and sign an enrollment form acceptable to Us for
	Dependent insurance and submit it as described above.
	If We do not receive Your request to insure Your Dependents within 31 days from
	the day the Dependent is eligible for insurance, We will require Evidence of Good
	Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent
	will become insured on the date We approve the Dependent's Evidence of Good
	Health. In order to insure an eligible Dependent child, You must insure all eligible
	Dependent children. You must also apply for the same amount of insurance for each
	eligible Dependent child. We do not require You to insure both Your spouse and
	children.
Changes in the Amount of Your	Decrease in the Amount of Your Dependent's Insurance
Dependent's Insurance	Any decrease in the amount of Dependent insurance will take effect on the day of the
	decrease.
	The amount of Dependent insurance cannot be decreased to an amount less than any
	plan minimums shown in the Schedule of the Certificate.
	Increase in the Amount of Your Dependent's Insurance
	Any increase in the amount of Dependent insurance will take effect the day of the
	change, if We do not require Evidence of Good Health. If Evidence of Good Health
	is required, any increase in the amount of Dependent insurance will take effect the
	day We approve Evidence of Good Health, if required.
When Insurance for a Dependent	Insurance for a Dependent child will end on the earliest of the:
Child Ends	• day the Policy terminates;
	• day any premium contribution for Dependent child insurance is due and unpaid;
	• day a Dependent child enters active duty or training in the Armed Forces, National
	Guard or Reserves of any state or country (except temporary active duty of two
	weeks or less);
	• day Your insurance ends;
	• last day of the Policy month in which the Dependent child is no longer eligible not
	due to his/her Limiting Age, or the last day of the calendar year in which the
	Dependent child is no longer eligible due to his/her Limiting Age; or
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate.

When Insurance for a Dependent	Insurance for a Dependent spouse will end on the earliest of the:
Spouse Ends	<ul> <li>day the Policy terminates;</li> </ul>
Spouse Linus	<ul> <li>day You attain age 70;</li> </ul>
	<ul> <li>day any premium contribution for Dependent spouse insurance is due and unpaid;</li> </ul>
	<ul> <li>day and premium controlation for Dependent spouse installate is due and anpard,</li> <li>day a Dependent spouse enters active duty or training in the Armed Forces,</li> </ul>
	National Guard or Reserves of any state or country (except temporary active duty
	of two weeks or less);
	<ul> <li>day Your insurance ends;</li> </ul>
	<ul><li> last day of the Policy month in which the Dependent spouse is no longer eligible;</li></ul>
	or des Veue is sentimed with est second of second at the Weisser of
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate. FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
Living benefits Option For Tou	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.
Loveff on Loove of Absonce	You may be able to continue Life and Accidental Death and Dismemberment
Layoff or Leave of Absence	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
<b>N</b> ( 199)	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
	Dependent insurance under the Portability provision may be obtained without
	providing Evidence of Good Health for Your Dependents subject to conditions
	described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.

# LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

# AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You or Your Dependent are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
• Both Hands	
Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
	For Your Dependent: 10% of the Principal Sum, up to \$25,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: January 15, 2016

# NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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# **CERTIFICATE OF INSURANCE**

# UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-AKKC (policy) has been issued to JEA (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

This Certificate replaces any certificate previously issued under the Policy.

# THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

# **SCHEDULE**

The amount of insurance for You and Your dependents will be in accord with Your classification in this Schedule.

# Classification(s)

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

### **Guarantee Issue Limit:**

For You: All Amounts

For Your Spouse: All Amounts

For Your Dependent Child: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

# Life Insurance Benefits For You

You can be insured for an amount of life insurance in increments of 1 or 2 times Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher multiple of \$1,000.

Facility of Payment Amount.....\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

If You are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the **Portability** provision will end on the date You attain age 70.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

# **Living Benefits Option**

### **For Dependent Spouse**

Your lawful spouse can be insured for amounts of life insurance from \$10,000 to \$25,000 in \$5,000 increments. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Basic Term Life Insurance Benefit. Spouse life insurance will terminate according to the When Insurance for a Dependent Spouse Ends provision.

### For Dependent Children (Age 14 Days to 26 Years)

Your eligible dependent children can be insured for an amount of life insurance of \$10,000. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Basic Term Life Insurance Benefit.

**NOTE:** The amount for which You and Your dependents are insured is shown on the **Certificate Validation Form**.

# HEALTH INSURANCE For You

### **Accidental Death and Dismemberment Benefits**

Principal Sum......An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

# HEALTH INSURANCE For Your Dependents

### **Accidental Death and Dismemberment Benefits**

Principal Sum......An amount equal to the amount of Dependent Life Insurance in force for Your dependents.

# **EMPLOYEE ELIGIBILITY**

# Life Insurance and Accidental Death and Dismemberment Benefits

### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

# Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

## When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

## **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

### When Employee Insurance Begins

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the later of the day:

- (a) the Employee becomes eligible; or
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

#### <u>Changes in the Amount of Your Insurance</u> Decrease in the Amount of Your Insurance

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

### **Exceptions to Changes in the Amount of Your Insurance**

### Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 31 days from the date of the Life Event, We will also require Evidence of Good Health.

Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance.

Any increased insurance amount will take effect on the date We approve Your written request, provided You are Actively Employed on the date the increase would take effect.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the insurance will begin on the day You return to Active Employment.

### Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child or acquire a stepchild;
- (c) Your spouse's life insurance under another employer's group plan ends;
- (d) Your spouse's employment is terminated; or
- (e) Your lawful spouse dies.

#### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

### Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

### **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Portability provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Portability will terminate upon reinstatement of insurance under this Policy.

## When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit
- (c) Portability

For accidental death and dismemberment insurance:

- (a) Layoff or Leave of Absence
- (b) Portability

### Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the layoff or leave of absence is not due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.
- **Note:** If You have any Injury or Sickness during an involuntary layoff or approved leave of absence, insurance under this provision will not be extended past the last day of the month from the day Your layoff or leave of absence began.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege or the Portability provision;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less); or
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

# Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

# Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

# **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

## Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

## When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy. You will not be eligible to continue insurance under the Portability provision.

# <u>Portability</u>

You may be able to obtain life and Accidental Death and Dismemberment insurance under this provision when insurance ends prior to age 70 due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;
- (b) employment with the Policyholder ends;
- (c) You are not Actively Employed;
- (d) You retire; or
- (e) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:

- (a) You must submit a written request and the first premium within 31 days after insurance ends;
- (b) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on Your last day of Active Employment; or
  - (2) \$500,000; and
- (c) the amount of insurance under this Portability provision may not be increased.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision or Conversion Privilege provision in this Certificate.

## **Premium Rates for Portability**

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

# When Portability Ends

Insurance under this Portability provision will end on the earliest of the day:

- (a) You reach 70 years of age;
- (b) any applicable premium contribution is due and unpaid;
- (c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

## **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

# **DEPENDENT ELIGIBILITY**

### Life Insurance and Accidental Death and Dismemberment Benefits

### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Dependent** means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:

- (a) Your lawful spouse;
- (b) Your natural born or legally adopted child;
- (c) Your stepchild living in Your home; or
- (d) any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

- (a) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (b) a child less than age 14 days or who has attained the Limiting Age defined in this Certificate;
- (c) anyone who is not a citizen, permanent resident, or lawful resident of the United States;
- (d) Your divorced or legally separated spouse;
- (e) Your lawful spouse after You reach age 70;
- (f) Your married child(ren);
- (g) Your child if the child has been legally adopted by another person; or
- (h) a child:
  - (1) temporarily living in Your home;
  - (2) placed in Your home by a social service agency which retains control over the child; or
  - (3) who has a natural parent in a position to exercise parental responsibility and control.

**Evidence of Good Health** means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

- (a) You apply for Dependent coverage after the 31-day limit described within the When Dependent Insurance Begins provision;
- (b) You apply for Dependent coverage in excess of the Guarantee Issue Limit;
- (c) the Dependent was eligible for insurance under a Prior Plan but did not elect such insurance; or

(d) the Dependent was insured under a Prior Plan but You applied for Dependent coverage under this Policy in excess of the amount insured for under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Incapacitated** with respect to a Dependent child, means that Dependent child is continuously

- (a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
- (b) primarily dependent upon You for financial support and maintenance.

Limiting Age means the last day of the calendar year in which a child reaches his/her 26th birthday.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and Accidental Death and Dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

# When a Dependent Becomes Eligible

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:

- (a) born while You are insured under this Policy; or
- (b) insured under a Prior Plan on the day immediately preceding the effective date of this Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;

becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

## When Dependent Insurance Begins

When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and currently under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under this Policy will take effect once the child has reached age 14 days.

Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.

An eligible Dependent will be insured on the latest of the day

- (a) You become insured;
- (b) You acquire the eligible Dependent; or
- (c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

During the first enrollment period, if a Dependent was eligible for group life coverage under a Prior Plan immediately prior to the effective date of this Policy but did not elect insurance under such plan, You may enroll the Dependent under this Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the day We determine such evidence is acceptable.

# **Changes in the Amount of Your Dependent's Insurance**

# Decrease in the Amount of Your Dependent's Insurance

Any decrease in the amount of Dependent insurance will take effect on the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.

## Increase in the Amount of Your Dependent's Insurance

Any increase in the amount of Dependent insurance will take effect the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the day We approve Evidence of Good Health, if required.

## **Exceptions to When the Amount of Dependent Insurance Changes**

## Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change the amount of Dependent insurance. Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance. We will also require Evidence of Good Health if You do not submit Your written request within 31 days after the Life Event.

If You make a written request to begin Dependent insurance under the Policy within 31 days after a Life Event, insurance for Your Dependent will begin on the day We receive Your written request, provided You are Actively Employed on that date and subject to the When Dependent Insurance Begins provision of this Certificate.

If Your written request for Dependent insurance is received more than 31 days after a Life Event, We will require Evidence of Good Health be submitted for the Dependent and if such evidence is acceptable to Us, the Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

If You make a written request to end Dependent insurance under the Policy within 31 days after a Life Event, Dependent insurance will end in accordance with the When Insurance for a Dependent Child Ends and When Insurance for a Dependent Spouse Ends provisions of this Certificate.

## Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child, or acquire a stepchild;
- (c) Your lawful spouse's life insurance under a group plan sponsored by an employer other than the Policyholder ends because the spouse's employment is terminated; or
- (d) Your lawful spouse dies.

## **Reinstatement of Dependent Insurance**

To reinstate insurance for a Dependent after insurance has ended, You must submit to Us a written request for reinstatement along with Evidence of Good Health for the Dependent. If such evidence is acceptable to Us, the reinstated insurance will take effect on the date We approve the request for reinstatement.

## When Insurance for a Dependent Child Ends

Insurance for a Dependent child will end on the earliest of the:

(a) day this Policy terminates;

- (b) day any premium contribution for Dependent child insurance is due and unpaid;
- (c) day a Dependent child enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (d) day Your insurance ends;
- (e) last day of the Policy month in which the Dependent child is no longer eligible not due to his/her Limiting Age, or the last day of the calendar year in which the Dependent child is no longer eligible due to his/her Limiting Age; or
- (f) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

### **Exceptions to When Dependent Insurance Ends**

#### **Incapacitated Child**

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child:

- (a) is insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and
- (b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

### When Insurance for a Dependent Spouse Ends

Insurance for a Dependent spouse will end on the earliest of the:

- (a) day this Policy terminates;
- (b) day You attain age 70;
- (c) day any premium contribution for Dependent spouse insurance is due and unpaid;
- (d) day a Dependent spouse enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (e) day Your insurance ends;
- (f) last day of the Policy month in which the Dependent spouse is no longer eligible; or
- (g) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

# **Portability**

When You elect life and Accidental Death and Dismemberment insurance under the Portability provision in this Certificate, You may also elect to continue life and Accidental Death and Dismemberment insurance for Your Dependents.

In addition, when Your insured spouse is no longer eligible under this Policy due to, without limitation, divorce or Your death he or she may elect coverage under this Portability provision for such spouse and his or her eligible Dependents.

Benefits for a child insured under this Policy may be provided under this Portability provision by only one parent, but not both.

Dependent insurance under this Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to the following conditions:

- (a) Your insured spouse is less than age 70;
- (b) You must submit a written request and the first premium to Us within 31 days after the Dependent insurance ends;
- (c) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on the day Dependent insurance ends; or
  - (2) \$250,000; and
- (d) the amount of Dependent insurance under this Portability provision cannot be increased.

If You elect insurance for Your eligible Dependent under this Portability provision, Your Dependents will not be eligible to obtain insurance under the Conversion Privilege provision in this Certificate.

### **Premium Rates for Portability**

Premium rates will change as a spouse enters a higher age category. Premium rates do not change based on the age of a child insured under this Portability provision. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected portability insurance from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

### When Portability Ends

A Dependent's insurance under this Portability provision will end on the earliest of the day:

- (a) Your lawful spouse becomes 70 years of age;
- (b) Your child reaches the Limiting Age or is no longer Incapacitated;
- (c) Your child marries;
- (d) Your Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less); or
- (e) any premium contribution for Dependent insurance is due and unpaid.

# LIFE INSURANCE BENEFITS

## For You

## **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

### Mode of Payment

We will pay benefits in a lump sum.

### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

# LIFE INSURANCE BENEFITS

## For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

### **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

### **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

# LIFE INSURANCE BENEFITS

### For Your Dependents

### **Benefits**

If a dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be payable to you, if you are living. If you are not living, the following will apply.

- 1. If your spouse dies, benefits will be paid to your spouse's estate.
- 2. If a child dies, benefits will be paid to your spouse, if your spouse is living. If your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

### **Facility of Payment**

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to \$50.00 a month to the adult or adults who, in our opinion, have assumed custody and principal support of the minor.

### **Conversion Privilege**

If your dependent's life insurance ends:

- (a) because of your death;
- (b) under circumstances where you have the right of conversion;
- (c) because your life insurance is being continued under the **Continuance of Life Insurance If You Become Totally Disabled** provision (if provided in this policy);
- (d) because the policy or class is discontinued (and your dependent is insured under the policy for at least five years before insurance ends); or
- (e) because your dependent is no longer eligible;

your dependent may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to your dependent is subject to the following.

1. Your dependent may apply for any of our individual life insurance policies except term insurance. Your dependent may not apply for supplemental coverage.

- 2. Your dependent may apply for an amount which is not more than the amount of terminated Life Insurance. When life insurance ends because the policy or class is discontinued, your dependent may apply for an amount which is not more than the lesser of:
  - (a) the amount of the terminated life insurance, less the amount of any group life insurance for which your dependent becomes eligible within 31 days after termination; or
  - (b) \$10,000.00.
- 3. The premium for the conversion policy will be at our standard rate for that type of policy, according to:
  - (a) your dependent's class of risk; and
  - (b) your dependent's age on the date the conversion policy takes effect.
- 4. Your dependent must submit a written application and the first conversion premium to us within 31 days after his or her life insurance ends.

If we issue your dependent a conversion policy and your dependent again becomes eligible for group life insurance under the policy, coverage will become effective only if:

- (a) your dependent terminates the conversion policy; or
- (b) your dependent submits at his or her own expense, evidence of good health acceptable to us.

### **Extended Insurance**

If a dependent dies within 31 days from the day dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the dependent was last insured.

If a conversion policy has been issued to the deceased dependent, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

### **Reinstatement of Dependents Insurance**

If your life insurance is continued without payment of premium because of a disability, a dependent's insurance ends. If you cease to be disabled and return to the class(es) of persons eligible under the policy, a dependent's coverage will be reinstated:

- (a) on the day the premium for your insurance is due;
- (b) provided the required premium is paid to us; and
- (c) subject to the last paragraph of the **Conversion Privilege** section above.

### Assignment

Benefits under this Dependents Life Insurance provision may not be assigned.

# **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

## Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer

# **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

## **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

## **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

# **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

# TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

### Payment For Loss of Life

### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

### **Mode of Payment**

We will pay death benefits in a lump sum.

### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

### Airbag Benefit

### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

## Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

### Seat Belt Benefits

### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

### **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

### **For Your Dependents**

### **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

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

Severance means the complete separation and dismemberment of the part from the body.

# **Benefits**

If an insured dependent is Injured or dies as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

## TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum
The Dringing Sum is shown on the SCUEDULE	

The Principal Sum is shown on the **SCHEDULE**.

If an Injury causes more than one loss shown in the Table above, We will pay only the largest Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

## Payment For Loss of Life

## Beneficiary

Benefits will be payable to You, if You are living. If You are not living, benefits will be paid as follows:

- (a) If Your spouse dies, benefits will be paid to Your spouse's estate.
- (b) a child dies, benefits will be paid to Your spouse, if Your spouse is living. If Your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

## Payment for Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

### **Exposure and Disappearance**

Your insured dependent will be presumed to have died, for purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) Your dependent disappears;
- (b) Your dependent's body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

# <u>Airbag Benefit</u>

# Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

## Benefits

If Your dependent is Injured in an Automobile Accident and that Injury results in the dependent's death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$25,000. This benefit is paid in addition to the Principal Sum.

## Exception

We will not pay Air Bag Benefits if the Automobile Accident occurs when:

- (a) Your dependent is not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) Your dependent is breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If Your insured dependent is Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in loss of life, We will pay an amount equal to Your Principal Sum (for loss of life under this ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

## Seat Belt Benefits

## Benefits

If Your insured dependent is Injured in an Automobile accident while Your dependent was wearing a Seat Belt, and that Injury results in Your dependent's death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your dependent's death resulted from an Automobile Accident and that Your dependent was wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) Your dependent is breaking any traffic laws of the jurisdiction in which the automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether Your dependent is sane or insane, from:
  - (1) an intentionally self-inflicted Injury or Sickness; or
  - (2) suicide or attempted suicide;
- (b) results from Your dependent's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while Your dependent is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if Your dependent is in a coma or being kept alive by an artificial support system at the end of the 365 days.
- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries Your dependent receives in any aircraft other than while riding as a passenger in a commercial aircraft on a regularly scheduled flight;
- (j) results in injuries Your dependent receives while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by Your dependent, and is a result of injuries received, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by Your dependent, and is a result of injuries received, while Intoxicated.

# **PAYMENT OF CLAIMS**

### How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

## When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

## **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

## **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

## **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

## **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

# **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# STANDARD PROVISIONS

### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for you or your dependents.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any insured person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of our officers.

A change may affect any class of insured persons, including retirees if retired coverage is included in the Policy.

## **Applications**

We may use misstatements or omissions in the application of an insured person to contest the validity of insurance, reduce coverage or deny a claim; but We must first furnish you or your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if you or your dependent is not eligible for insurance, there is no time limit on our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

## Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

# **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

Insured Person means You and/or Your dependents who are insured under the Policy.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your means an employee or member who is insured under the Policy.

Group Policy Number GVTL-AKKC



Publication Date: January 15, 2016

A Mutual *of* Omaha Company

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



JEA GVTL-AKKC Revised: December 1, 2015 All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	For Your Spouse: All Amounts
	For Your Dependent Child: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1, 2 or 3 times
	Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher
	multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
	end on the date You attain age 70.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
	Sum.
Life Insurance Benefit For Your	Your lawful spouse can be insured for amounts of life insurance from \$10,000 to
Dependent Spouse	\$25,000 in \$5,000 increments. In no event shall the Dependent Life Insurance
	Benefit exceed 50% of Your Basic Term Life Insurance Benefit.
Life Insurance Benefit For Your	Your eligible Dependent children can be insured for an amount of life insurance of
Dependent Child(ren)	\$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of
(Age 14 Days to 26 years)	Your Basic Term Life Insurance Benefit.
Accidental Death and	A Principal Sum equal to the amount of Your Dependent's Life Insurance Benefit.
Dismemberment Benefit For Your	
Dependents	
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and
	signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.

Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> <li>You enter the Armed Forces, National Guard or Reserves of any state or country</li> </ul>
	on active duty (except for temporary active duty of two weeks or less).
	DEPENDENT ELIGIBILITY
Definition of Dependent	Dependent means a citizen, permanent resident, or lawful resident of the United
	States who, as indicated by evidence acceptable to Us, is:
	• Your lawful spouse;
	• Your natural born or legally adopted child;
	• Your stepchild living in Your home; or
	• any other child who lives with the Employee in a regular parent-child relationship
	and for whom You claimed as a Dependent on Your last filed federal income tax
	return.
	A dependent does not include a child less than age 14 days or who has attained the
	Limiting Age defined in the Certificate.
Definition of Limiting Age	Limiting Age means the last day of the calendar year in which a child reaches his/her
	26th birthday.

When Dependent Insurance Begins	You may request Dependent insurance by properly completing and signing an
When Dependent Insurance Degins	enrollment form acceptable to Us and submitting the form to the Policyholder.
	An eligible Dependent will be insured on the latest of the day:
	<ul> <li>You become insured;</li> </ul>
	• You acquire the eligible Dependent; or You properly complete and sign on engellment form eccentable to Us for
	• You properly complete and sign an enrollment form acceptable to Us for
	Dependent insurance and submit it as described above.
	If We do not receive Your request to insure Your Dependents within 31 days from
	the day the Dependent is eligible for insurance, We will require Evidence of Good
	Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent
	will become insured on the date We approve the Dependent's Evidence of Good
	Health. In order to insure an eligible Dependent child, You must insure all eligible
	Dependent children. You must also apply for the same amount of insurance for each
	eligible Dependent child. We do not require You to insure both Your spouse and
	children.
Changes in the Amount of Your	Decrease in the Amount of Your Dependent's Insurance
Dependent's Insurance	Any decrease in the amount of Dependent insurance will take effect on the day of the
	decrease.
	The amount of Dependent insurance cannot be decreased to an amount less than any
	plan minimums shown in the Schedule of the Certificate.
	Increase in the Amount of Your Dependent's Insurance
	Any increase in the amount of Dependent insurance will take effect the day of the
	change, if We do not require Evidence of Good Health. If Evidence of Good Health
	is required, any increase in the amount of Dependent insurance will take effect the
	day We approve Evidence of Good Health, if required.
When Insurance for a Dependent	Insurance for a Dependent child will end on the earliest of the:
Child Ends	• day the Policy terminates;
	• day any premium contribution for Dependent child insurance is due and unpaid;
	• day a Dependent child enters active duty or training in the Armed Forces, National
	Guard or Reserves of any state or country (except temporary active duty of two
	weeks or less);
	• day Your insurance ends;
	• last day of the Policy month in which the Dependent child is no longer eligible not
	due to his/her Limiting Age, or the last day of the calendar year in which the
	Dependent child is no longer eligible due to his/her Limiting Age; or
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate.

When Insurance for a Dependent	Insurance for a Dependent spouse will end on the earliest of the:
Spouse Ends	<ul> <li>day the Policy terminates;</li> </ul>
opouse Linus	<ul><li>day You attain age 70;</li></ul>
	<ul> <li>day any premium contribution for Dependent spouse insurance is due and unpaid;</li> </ul>
	<ul> <li>day and premium controlation for Dependent spouse instatute is due and anpard,</li> <li>day a Dependent spouse enters active duty or training in the Armed Forces,</li> </ul>
	National Guard or Reserves of any state or country (except temporary active duty
	of two weeks or less);
	<ul> <li>day Your insurance ends;</li> </ul>
	<ul><li>last day of the Policy month in which the Dependent spouse is no longer eligible;</li></ul>
	Or day Your incurrence is continued without normant of memium under the Weiver of
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate. FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
Living benefits Option For Tou	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.
Loveff on Loove of Absonce	You may be able to continue Life and Accidental Death and Dismemberment
Layoff or Leave of Absence	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
	Dependent insurance under the Portability provision may be obtained without
	providing Evidence of Good Health for Your Dependents subject to conditions
	described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.

# LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

# AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You or Your Dependent are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
• Both Hands	
Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
	For Your Dependent: 10% of the Principal Sum, up to \$25,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: January 15, 2016

# YOUR GROUP VOLUNTARY TERM LIFE BENEFITS

# JEA

# All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

**Revised December 1, 2015** 

# HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

# CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GVTL-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GVTL-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A Mutual *of* Omaha Company

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



JEA GVTL-AKKC Revised: December 1, 2015 All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	For Your Spouse: All Amounts
	For Your Dependent Child: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1, 2 or 3 times
	Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher
	multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
	end on the date You attain age 70.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
	Sum.
Life Insurance Benefit For Your	Your lawful spouse can be insured for amounts of life insurance from \$10,000 to
Dependent Spouse	\$25,000 in \$5,000 increments. In no event shall the Dependent Life Insurance
	Benefit exceed 50% of Your Basic Term Life Insurance Benefit.
Life Insurance Benefit For Your	Your eligible Dependent children can be insured for an amount of life insurance of
Dependent Child(ren)	\$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of
(Age 14 Days to 26 years)	Your Basic Term Life Insurance Benefit.
Accidental Death and	A Principal Sum equal to the amount of Your Dependent's Life Insurance Benefit.
Dismemberment Benefit For Your	
Dependents	
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and
	signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.

Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> <li>You enter the Armed Forces, National Guard or Reserves of any state or country</li> </ul>
	on active duty (except for temporary active duty of two weeks or less).
	DEPENDENT ELIGIBILITY
Definition of Dependent	Dependent means a citizen, permanent resident, or lawful resident of the United
	States who, as indicated by evidence acceptable to Us, is:
	• Your lawful spouse;
	• Your natural born or legally adopted child;
	• Your stepchild living in Your home; or
	• any other child who lives with the Employee in a regular parent-child relationship
	and for whom You claimed as a Dependent on Your last filed federal income tax
	return.
	A dependent does not include a child less than age 14 days or who has attained the
	Limiting Age defined in the Certificate.
Definition of Limiting Age	Limiting Age means the last day of the calendar year in which a child reaches his/her
	26th birthday.

When Dependent Insurance Begins	You may request Dependent insurance by properly completing and signing an
When Dependent Insurance Degins	enrollment form acceptable to Us and submitting the form to the Policyholder.
	An eligible Dependent will be insured on the latest of the day:
	<ul> <li>You become insured;</li> </ul>
	• You acquire the eligible Dependent; or You properly complete and sign on engellment form eccentable to Us for
	• You properly complete and sign an enrollment form acceptable to Us for
	Dependent insurance and submit it as described above.
	If We do not receive Your request to insure Your Dependents within 31 days from
	the day the Dependent is eligible for insurance, We will require Evidence of Good
	Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent
	will become insured on the date We approve the Dependent's Evidence of Good
	Health. In order to insure an eligible Dependent child, You must insure all eligible
	Dependent children. You must also apply for the same amount of insurance for each
	eligible Dependent child. We do not require You to insure both Your spouse and
	children.
Changes in the Amount of Your	Decrease in the Amount of Your Dependent's Insurance
Dependent's Insurance	Any decrease in the amount of Dependent insurance will take effect on the day of the
	decrease.
	The amount of Dependent insurance cannot be decreased to an amount less than any
	plan minimums shown in the Schedule of the Certificate.
	Increase in the Amount of Your Dependent's Insurance
	Any increase in the amount of Dependent insurance will take effect the day of the
	change, if We do not require Evidence of Good Health. If Evidence of Good Health
	is required, any increase in the amount of Dependent insurance will take effect the
	day We approve Evidence of Good Health, if required.
When Insurance for a Dependent	Insurance for a Dependent child will end on the earliest of the:
Child Ends	• day the Policy terminates;
	• day any premium contribution for Dependent child insurance is due and unpaid;
	• day a Dependent child enters active duty or training in the Armed Forces, National
	Guard or Reserves of any state or country (except temporary active duty of two
	weeks or less);
	• day Your insurance ends;
	• last day of the Policy month in which the Dependent child is no longer eligible not
	due to his/her Limiting Age, or the last day of the calendar year in which the
	Dependent child is no longer eligible due to his/her Limiting Age; or
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate.

When Insurance for a Dependent	Insurance for a Dependent spouse will end on the earliest of the:
Spouse Ends	<ul> <li>day the Policy terminates;</li> </ul>
opouse Linus	<ul><li>day You attain age 70;</li></ul>
	<ul> <li>day any premium contribution for Dependent spouse insurance is due and unpaid;</li> </ul>
	<ul> <li>day and premium controlation for Dependent spouse instatute is due and anpard,</li> <li>day a Dependent spouse enters active duty or training in the Armed Forces,</li> </ul>
	National Guard or Reserves of any state or country (except temporary active duty
	of two weeks or less);
	<ul> <li>day Your insurance ends;</li> </ul>
	<ul><li>last day of the Policy month in which the Dependent spouse is no longer eligible;</li></ul>
	Or day Your incurrence is continued without normant of memium under the Weiver of
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate. FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
Living benefits Option For Tou	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.
Loveff on Loove of Absonce	You may be able to continue Life and Accidental Death and Dismemberment
Layoff or Leave of Absence	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
	Dependent insurance under the Portability provision may be obtained without
	providing Evidence of Good Health for Your Dependents subject to conditions
	described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.

# LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

# AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You or Your Dependent are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
• Both Hands	
Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
	For Your Dependent: 10% of the Principal Sum, up to \$25,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: January 15, 2016

# NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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# **CERTIFICATE OF INSURANCE**

# UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-AKKC (policy) has been issued to JEA (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

This Certificate replaces any certificate previously issued under the Policy.

# THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

# **SCHEDULE**

The amount of insurance for You and Your dependents will be in accord with Your classification in this Schedule.

# **Classification(s)**

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

# **Guarantee Issue Limit:**

For You: All Amounts

For Your Spouse: All Amounts

For Your Dependent Child: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

# Life Insurance Benefits For You

You can be insured for an amount of life insurance in increments of 1, 2 or 3 times Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher multiple of \$1,000.

Facility of Payment Amount.....\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

If You are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the **Portability** provision will end on the date You attain age 70.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

# **Living Benefits Option**

#### **For Dependent Spouse**

Your lawful spouse can be insured for amounts of life insurance from \$10,000 to \$25,000 in \$5,000 increments. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Basic Term Life Insurance Benefit. Spouse life insurance will terminate according to the When Insurance for a Dependent Spouse Ends provision.

#### For Dependent Children (Age 14 Days to 26 Years)

Your eligible dependent children can be insured for an amount of life insurance of \$10,000. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Basic Term Life Insurance Benefit.

**NOTE:** The amount for which You and Your dependents are insured is shown on the **Certificate Validation Form**.

#### HEALTH INSURANCE For You

#### **Accidental Death and Dismemberment Benefits**

Principal Sum......An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

# HEALTH INSURANCE For Your Dependents

#### **Accidental Death and Dismemberment Benefits**

Principal Sum......An amount equal to the amount of Dependent Life Insurance in force for Your dependents.

# **EMPLOYEE ELIGIBILITY**

# Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

# Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

# When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

# **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

# When Employee Insurance Begins

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the later of the day:

- (a) the Employee becomes eligible; or
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

#### <u>Changes in the Amount of Your Insurance</u> Decrease in the Amount of Your Insurance

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

## **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

#### **Exceptions to Changes in the Amount of Your Insurance**

#### Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 31 days from the date of the Life Event, We will also require Evidence of Good Health.

Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance.

Any increased insurance amount will take effect on the date We approve Your written request, provided You are Actively Employed on the date the increase would take effect.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the insurance will begin on the day You return to Active Employment.

#### Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child or acquire a stepchild;
- (c) Your spouse's life insurance under another employer's group plan ends;
- (d) Your spouse's employment is terminated; or
- (e) Your lawful spouse dies.

#### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

# Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

# **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

# **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Portability provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Portability will terminate upon reinstatement of insurance under this Policy.

# When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

#### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit
- (c) Portability

For accidental death and dismemberment insurance:

- (a) Layoff or Leave of Absence
- (b) Portability

#### Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the layoff or leave of absence is not due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.
- **Note:** If You have any Injury or Sickness during an involuntary layoff or approved leave of absence, insurance under this provision will not be extended past the last day of the month from the day Your layoff or leave of absence began.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege or the Portability provision;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less); or
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

# Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

# Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

# **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

# Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

# When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy. You will not be eligible to continue insurance under the Portability provision.

# <u>Portability</u>

You may be able to obtain life and Accidental Death and Dismemberment insurance under this provision when insurance ends prior to age 70 due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;
- (b) employment with the Policyholder ends;
- (c) You are not Actively Employed;
- (d) You retire; or
- (e) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:

- (a) You must submit a written request and the first premium within 31 days after insurance ends;
- (b) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on Your last day of Active Employment; or
  - (2) \$500,000; and
- (c) the amount of insurance under this Portability provision may not be increased.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision or Conversion Privilege provision in this Certificate.

## **Premium Rates for Portability**

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

# When Portability Ends

Insurance under this Portability provision will end on the earliest of the day:

- (a) You reach 70 years of age;
- (b) any applicable premium contribution is due and unpaid;
- (c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

## **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

# **DEPENDENT ELIGIBILITY**

## Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Dependent** means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:

- (a) Your lawful spouse;
- (b) Your natural born or legally adopted child;
- (c) Your stepchild living in Your home; or
- (d) any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

- (a) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (b) a child less than age 14 days or who has attained the Limiting Age defined in this Certificate;
- (c) anyone who is not a citizen, permanent resident, or lawful resident of the United States;
- (d) Your divorced or legally separated spouse;
- (e) Your lawful spouse after You reach age 70;
- (f) Your married child(ren);
- (g) Your child if the child has been legally adopted by another person; or
- (h) a child:
  - (1) temporarily living in Your home;
  - (2) placed in Your home by a social service agency which retains control over the child; or
  - (3) who has a natural parent in a position to exercise parental responsibility and control.

**Evidence of Good Health** means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

- (a) You apply for Dependent coverage after the 31-day limit described within the When Dependent Insurance Begins provision;
- (b) You apply for Dependent coverage in excess of the Guarantee Issue Limit;
- (c) the Dependent was eligible for insurance under a Prior Plan but did not elect such insurance; or

(d) the Dependent was insured under a Prior Plan but You applied for Dependent coverage under this Policy in excess of the amount insured for under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Incapacitated** with respect to a Dependent child, means that Dependent child is continuously

- (a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
- (b) primarily dependent upon You for financial support and maintenance.

Limiting Age means the last day of the calendar year in which a child reaches his/her 26th birthday.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and Accidental Death and Dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

# When a Dependent Becomes Eligible

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:

- (a) born while You are insured under this Policy; or
- (b) insured under a Prior Plan on the day immediately preceding the effective date of this Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;

becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

## When Dependent Insurance Begins

When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and currently under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under this Policy will take effect once the child has reached age 14 days.

Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.

An eligible Dependent will be insured on the latest of the day

- (a) You become insured;
- (b) You acquire the eligible Dependent; or
- (c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

During the first enrollment period, if a Dependent was eligible for group life coverage under a Prior Plan immediately prior to the effective date of this Policy but did not elect insurance under such plan, You may enroll the Dependent under this Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the day We determine such evidence is acceptable.

# **Changes in the Amount of Your Dependent's Insurance**

# Decrease in the Amount of Your Dependent's Insurance

Any decrease in the amount of Dependent insurance will take effect on the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.

## Increase in the Amount of Your Dependent's Insurance

Any increase in the amount of Dependent insurance will take effect the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the day We approve Evidence of Good Health, if required.

## **Exceptions to When the Amount of Dependent Insurance Changes**

## Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change the amount of Dependent insurance. Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance. We will also require Evidence of Good Health if You do not submit Your written request within 31 days after the Life Event.

If You make a written request to begin Dependent insurance under the Policy within 31 days after a Life Event, insurance for Your Dependent will begin on the day We receive Your written request, provided You are Actively Employed on that date and subject to the When Dependent Insurance Begins provision of this Certificate.

If Your written request for Dependent insurance is received more than 31 days after a Life Event, We will require Evidence of Good Health be submitted for the Dependent and if such evidence is acceptable to Us, the Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

If You make a written request to end Dependent insurance under the Policy within 31 days after a Life Event, Dependent insurance will end in accordance with the When Insurance for a Dependent Child Ends and When Insurance for a Dependent Spouse Ends provisions of this Certificate.

## Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child, or acquire a stepchild;
- (c) Your lawful spouse's life insurance under a group plan sponsored by an employer other than the Policyholder ends because the spouse's employment is terminated; or
- (d) Your lawful spouse dies.

## **Reinstatement of Dependent Insurance**

To reinstate insurance for a Dependent after insurance has ended, You must submit to Us a written request for reinstatement along with Evidence of Good Health for the Dependent. If such evidence is acceptable to Us, the reinstated insurance will take effect on the date We approve the request for reinstatement.

## When Insurance for a Dependent Child Ends

Insurance for a Dependent child will end on the earliest of the:

(a) day this Policy terminates;

- (b) day any premium contribution for Dependent child insurance is due and unpaid;
- (c) day a Dependent child enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (d) day Your insurance ends;
- (e) last day of the Policy month in which the Dependent child is no longer eligible not due to his/her Limiting Age, or the last day of the calendar year in which the Dependent child is no longer eligible due to his/her Limiting Age; or
- (f) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

#### **Exceptions to When Dependent Insurance Ends**

#### **Incapacitated Child**

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child:

- (a) is insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and
- (b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

#### When Insurance for a Dependent Spouse Ends

Insurance for a Dependent spouse will end on the earliest of the:

- (a) day this Policy terminates;
- (b) day You attain age 70;
- (c) day any premium contribution for Dependent spouse insurance is due and unpaid;
- (d) day a Dependent spouse enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (e) day Your insurance ends;
- (f) last day of the Policy month in which the Dependent spouse is no longer eligible; or
- (g) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

## **Portability**

When You elect life and Accidental Death and Dismemberment insurance under the Portability provision in this Certificate, You may also elect to continue life and Accidental Death and Dismemberment insurance for Your Dependents.

In addition, when Your insured spouse is no longer eligible under this Policy due to, without limitation, divorce or Your death he or she may elect coverage under this Portability provision for such spouse and his or her eligible Dependents.

Benefits for a child insured under this Policy may be provided under this Portability provision by only one parent, but not both.

Dependent insurance under this Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to the following conditions:

- (a) Your insured spouse is less than age 70;
- (b) You must submit a written request and the first premium to Us within 31 days after the Dependent insurance ends;
- (c) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on the day Dependent insurance ends; or
  - (2) \$250,000; and
- (d) the amount of Dependent insurance under this Portability provision cannot be increased.

If You elect insurance for Your eligible Dependent under this Portability provision, Your Dependents will not be eligible to obtain insurance under the Conversion Privilege provision in this Certificate.

#### **Premium Rates for Portability**

Premium rates will change as a spouse enters a higher age category. Premium rates do not change based on the age of a child insured under this Portability provision. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected portability insurance from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

#### When Portability Ends

A Dependent's insurance under this Portability provision will end on the earliest of the day:

- (a) Your lawful spouse becomes 70 years of age;
- (b) Your child reaches the Limiting Age or is no longer Incapacitated;
- (c) Your child marries;
- (d) Your Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less); or
- (e) any premium contribution for Dependent insurance is due and unpaid.

# LIFE INSURANCE BENEFITS

## For You

## **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### Mode of Payment

We will pay benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

#### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

# LIFE INSURANCE BENEFITS

## For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

#### **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

#### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

## **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

# LIFE INSURANCE BENEFITS

#### **For Your Dependents**

## **Benefits**

If a dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be payable to you, if you are living. If you are not living, the following will apply.

- 1. If your spouse dies, benefits will be paid to your spouse's estate.
- 2. If a child dies, benefits will be paid to your spouse, if your spouse is living. If your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

#### **Facility of Payment**

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to \$50.00 a month to the adult or adults who, in our opinion, have assumed custody and principal support of the minor.

#### **Conversion Privilege**

If your dependent's life insurance ends:

- (a) because of your death;
- (b) under circumstances where you have the right of conversion;
- (c) because your life insurance is being continued under the **Continuance of Life Insurance If You Become Totally Disabled** provision (if provided in this policy);
- (d) because the policy or class is discontinued (and your dependent is insured under the policy for at least five years before insurance ends); or
- (e) because your dependent is no longer eligible;

your dependent may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to your dependent is subject to the following.

1. Your dependent may apply for any of our individual life insurance policies except term insurance. Your dependent may not apply for supplemental coverage.

- 2. Your dependent may apply for an amount which is not more than the amount of terminated Life Insurance. When life insurance ends because the policy or class is discontinued, your dependent may apply for an amount which is not more than the lesser of:
  - (a) the amount of the terminated life insurance, less the amount of any group life insurance for which your dependent becomes eligible within 31 days after termination; or
  - (b) \$10,000.00.
- 3. The premium for the conversion policy will be at our standard rate for that type of policy, according to:
  - (a) your dependent's class of risk; and
  - (b) your dependent's age on the date the conversion policy takes effect.
- 4. Your dependent must submit a written application and the first conversion premium to us within 31 days after his or her life insurance ends.

If we issue your dependent a conversion policy and your dependent again becomes eligible for group life insurance under the policy, coverage will become effective only if:

- (a) your dependent terminates the conversion policy; or
- (b) your dependent submits at his or her own expense, evidence of good health acceptable to us.

#### **Extended Insurance**

If a dependent dies within 31 days from the day dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the dependent was last insured.

If a conversion policy has been issued to the deceased dependent, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

#### **Reinstatement of Dependents Insurance**

If your life insurance is continued without payment of premium because of a disability, a dependent's insurance ends. If you cease to be disabled and return to the class(es) of persons eligible under the policy, a dependent's coverage will be reinstated:

- (a) on the day the premium for your insurance is due;
- (b) provided the required premium is paid to us; and
- (c) subject to the last paragraph of the **Conversion Privilege** section above.

#### Assignment

Benefits under this Dependents Life Insurance provision may not be assigned.

# **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

## Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer

# **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

## **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

## **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

## **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

## TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

#### Payment For Loss of Life

#### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay death benefits in a lump sum.

## **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

#### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

#### Airbag Benefit

#### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

#### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

## Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

## Seat Belt Benefits

#### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

#### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## **For Your Dependents**

#### **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

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

Severance means the complete separation and dismemberment of the part from the body.

## **Benefits**

If an insured dependent is Injured or dies as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

## TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum
The Dringing Sum is shown on the SCUEDULE	

The Principal Sum is shown on the **SCHEDULE**.

If an Injury causes more than one loss shown in the Table above, We will pay only the largest Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

## Payment For Loss of Life

## Beneficiary

Benefits will be payable to You, if You are living. If You are not living, benefits will be paid as follows:

- (a) If Your spouse dies, benefits will be paid to Your spouse's estate.
- (b) a child dies, benefits will be paid to Your spouse, if Your spouse is living. If Your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

## Payment for Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

Your insured dependent will be presumed to have died, for purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) Your dependent disappears;
- (b) Your dependent's body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

# <u>Airbag Benefit</u>

# Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

## Benefits

If Your dependent is Injured in an Automobile Accident and that Injury results in the dependent's death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$25,000. This benefit is paid in addition to the Principal Sum.

## Exception

We will not pay Air Bag Benefits if the Automobile Accident occurs when:

- (a) Your dependent is not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) Your dependent is breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If Your insured dependent is Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in loss of life, We will pay an amount equal to Your Principal Sum (for loss of life under this ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

## Seat Belt Benefits

## Benefits

If Your insured dependent is Injured in an Automobile accident while Your dependent was wearing a Seat Belt, and that Injury results in Your dependent's death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your dependent's death resulted from an Automobile Accident and that Your dependent was wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

## Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) Your dependent is breaking any traffic laws of the jurisdiction in which the automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether Your dependent is sane or insane, from:
  - (1) an intentionally self-inflicted Injury or Sickness; or
  - (2) suicide or attempted suicide;
- (b) results from Your dependent's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while Your dependent is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if Your dependent is in a coma or being kept alive by an artificial support system at the end of the 365 days.
- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries Your dependent receives in any aircraft other than while riding as a passenger in a commercial aircraft on a regularly scheduled flight;
- (j) results in injuries Your dependent receives while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by Your dependent, and is a result of injuries received, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by Your dependent, and is a result of injuries received, while Intoxicated.

# **PAYMENT OF CLAIMS**

## How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

#### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

## When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

## **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

## **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

#### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

## **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

## **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

## **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

## **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for you or your dependents.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any insured person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of our officers.

A change may affect any class of insured persons, including retirees if retired coverage is included in the Policy.

## **Applications**

We may use misstatements or omissions in the application of an insured person to contest the validity of insurance, reduce coverage or deny a claim; but We must first furnish you or your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if you or your dependent is not eligible for insurance, there is no time limit on our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

## Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

# **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

Insured Person means You and/or Your dependents who are insured under the Policy.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your means an employee or member who is insured under the Policy.

Group Policy Number GVTL-AKKC



Publication Date: January 15, 2016

A MUTUAL of OMAHA COMPANY

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



## JEA GVTL-AKKC Revised: December 1, 2015 All Eligible Employees in the JEA Supervisor Association in business unit 063

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS		
Guarantee Issue Limit	For You: All Amounts	
	For Your Spouse: All Amounts	
	For Your Dependent Child: All Amounts	
	Guarantee Issue means the amount of insurance applied for which does not require	
	Evidence of Good Health.	

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1, 2, 3, 4 or 5
Ene insurance benefit for Tou	times Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher
	multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
Accidental Death and	end on the date You attain age 70.
	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
Life Insurance Benefit For Your	Sum.
	Your lawful spouse can be insured for amounts of life insurance from \$10,000 to
Dependent Spouse	\$25,000 in \$5,000 increments. In no event shall the Dependent Life Insurance
Life Insurance Benefit For Your	Benefit exceed 50% of Your Basic Term Life Insurance Benefit.
	Your eligible Dependent children can be insured for an amount of life insurance of
<b>Dependent Child(ren)</b>	\$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of
(Age 14 Days to 26 years)	Your Basic Term Life Insurance Benefit.
Accidental Death and Dismemberment Benefit For Your	A Principal Sum equal to the amount of Your Dependent's Life Insurance Benefit.
Dependents	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	
Eligibility Waiting Period	20 or more hours each week
	None The Employee must request insurance by granerly completing and signing on
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.

Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> <li>You enter the Armed Forces, National Guard or Reserves of any state or country</li> </ul>
	on active duty (except for temporary active duty of two weeks or less).
	DEPENDENT ELIGIBILITY
Definition of Dependent	Dependent means a citizen, permanent resident, or lawful resident of the United
	States who, as indicated by evidence acceptable to Us, is:
	• Your lawful spouse;
	• Your natural born or legally adopted child;
	• Your stepchild living in Your home; or
	• any other child who lives with the Employee in a regular parent-child relationship
	and for whom You claimed as a Dependent on Your last filed federal income tax
	return.
	A dependent does not include a child less than age 14 days or who has attained the
	Limiting Age defined in the Certificate.
Definition of Limiting Age	Limiting Age means the last day of the calendar year in which a child reaches his/her
	26th birthday.

When Dependent Insurance Begins	You may request Dependent insurance by properly completing and signing an
When Dependent Insurance Degins	enrollment form acceptable to Us and submitting the form to the Policyholder.
	An eligible Dependent will be insured on the latest of the day:
	<ul> <li>You become insured;</li> </ul>
	• You acquire the eligible Dependent; or You properly complete and sign on engellment form eccentable to Us for
	• You properly complete and sign an enrollment form acceptable to Us for
	Dependent insurance and submit it as described above.
	If We do not receive Your request to insure Your Dependents within 31 days from
	the day the Dependent is eligible for insurance, We will require Evidence of Good
	Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent
	will become insured on the date We approve the Dependent's Evidence of Good
	Health. In order to insure an eligible Dependent child, You must insure all eligible
	Dependent children. You must also apply for the same amount of insurance for each
	eligible Dependent child. We do not require You to insure both Your spouse and
	children.
Changes in the Amount of Your	Decrease in the Amount of Your Dependent's Insurance
Dependent's Insurance	Any decrease in the amount of Dependent insurance will take effect on the day of the
	decrease.
	The amount of Dependent insurance cannot be decreased to an amount less than any
	plan minimums shown in the Schedule of the Certificate.
	Increase in the Amount of Your Dependent's Insurance
	Any increase in the amount of Dependent insurance will take effect the day of the
	change, if We do not require Evidence of Good Health. If Evidence of Good Health
	is required, any increase in the amount of Dependent insurance will take effect the
	day We approve Evidence of Good Health, if required.
When Insurance for a Dependent	Insurance for a Dependent child will end on the earliest of the:
Child Ends	• day the Policy terminates;
	• day any premium contribution for Dependent child insurance is due and unpaid;
	• day a Dependent child enters active duty or training in the Armed Forces, National
	Guard or Reserves of any state or country (except temporary active duty of two
	weeks or less);
	• day Your insurance ends;
	• last day of the Policy month in which the Dependent child is no longer eligible not
	due to his/her Limiting Age, or the last day of the calendar year in which the
	Dependent child is no longer eligible due to his/her Limiting Age; or
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate.

When Insurance for a Dependent	Insurance for a Dependent spouse will end on the earliest of the:
Spouse Ends	<ul> <li>day the Policy terminates;</li> </ul>
opouse Linus	<ul> <li>day You attain age 70;</li> </ul>
	<ul> <li>day any premium contribution for Dependent spouse insurance is due and unpaid;</li> </ul>
	<ul> <li>day any premium controlation for Dependent spouse installer is due and anpard,</li> <li>day a Dependent spouse enters active duty or training in the Armed Forces,</li> </ul>
	National Guard or Reserves of any state or country (except temporary active duty
	of two weeks or less);
	<ul> <li>day Your insurance ends;</li> </ul>
	<ul><li> last day of the Policy month in which the Dependent spouse is no longer eligible;</li></ul>
	or des Veue in successione des identitées de side et de succession de de succession de de succession de succession
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate. FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
Living benefits Option For Tou	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
Longff on Loons of Absence	<ul><li>which there is no reasonable prospect of recovery as determined by Us.</li><li>You may be able to continue Life and Accidental Death and Dismemberment</li></ul>
Layoff or Leave of Absence	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
<b>N</b> ( 199)	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
	Dependent insurance under the Portability provision may be obtained without
	providing Evidence of Good Health for Your Dependents subject to conditions
	described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.

#### LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

# AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You or Your Dependent are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
• Both Hands	
Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
	For Your Dependent: 10% of the Principal Sum, up to \$25,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: January 15, 2016

# YOUR GROUP VOLUNTARY TERM LIFE BENEFITS

JEA

# All Eligible Employees in the JEA Supervisor Association in business unit 063

UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

**Revised December 1, 2015** 

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

## CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GVTL-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GVTL-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL of OMAHA COMPANY

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



# JEA GVTL-AKKC Revised: December 1, 2015 All Eligible Employees in the JEA Supervisor Association in business unit 063

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

	BENEFITS
Guarantee Issue Limit	For You: All Amounts
	For Your Spouse: All Amounts
	For Your Dependent Child: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1, 2, 3, 4 or 5
Ene insurance benefit for Tou	times Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher
	multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
Accidental Death and	end on the date You attain age 70.
	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
Life Insurance Benefit For Your	Sum.
	Your lawful spouse can be insured for amounts of life insurance from \$10,000 to
Dependent Spouse	\$25,000 in \$5,000 increments. In no event shall the Dependent Life Insurance
Life Insurance Benefit For Your	Benefit exceed 50% of Your Basic Term Life Insurance Benefit.
	Your eligible Dependent children can be insured for an amount of life insurance of
<b>Dependent Child(ren)</b>	\$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of
(Age 14 Days to 26 years)	Your Basic Term Life Insurance Benefit.
Accidental Death and Dismemberment Benefit For Your	A Principal Sum equal to the amount of Your Dependent's Life Insurance Benefit.
Dependents	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	
Eligibility Waiting Period	20 or more hours each week
	None The Employee must request insurance by granerly completing and signing on
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.

Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> <li>You enter the Armed Forces, National Guard or Reserves of any state or country</li> </ul>
	on active duty (except for temporary active duty of two weeks or less).
	DEPENDENT ELIGIBILITY
Definition of Dependent	Dependent means a citizen, permanent resident, or lawful resident of the United
	States who, as indicated by evidence acceptable to Us, is:
	• Your lawful spouse;
	• Your natural born or legally adopted child;
	• Your stepchild living in Your home; or
	• any other child who lives with the Employee in a regular parent-child relationship
	and for whom You claimed as a Dependent on Your last filed federal income tax
	return.
	A dependent does not include a child less than age 14 days or who has attained the
	Limiting Age defined in the Certificate.
Definition of Limiting Age	Limiting Age means the last day of the calendar year in which a child reaches his/her
	26th birthday.

When Dependent Insurance Begins	You may request Dependent insurance by properly completing and signing an
When Dependent Insurance Degins	enrollment form acceptable to Us and submitting the form to the Policyholder.
	An eligible Dependent will be insured on the latest of the day:
	<ul> <li>You become insured;</li> </ul>
	• You acquire the eligible Dependent; or You properly complete and sign on engellment form eccentable to Us for
	• You properly complete and sign an enrollment form acceptable to Us for
	Dependent insurance and submit it as described above.
	If We do not receive Your request to insure Your Dependents within 31 days from
	the day the Dependent is eligible for insurance, We will require Evidence of Good
	Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent
	will become insured on the date We approve the Dependent's Evidence of Good
	Health. In order to insure an eligible Dependent child, You must insure all eligible
	Dependent children. You must also apply for the same amount of insurance for each
	eligible Dependent child. We do not require You to insure both Your spouse and
	children.
Changes in the Amount of Your	Decrease in the Amount of Your Dependent's Insurance
Dependent's Insurance	Any decrease in the amount of Dependent insurance will take effect on the day of the
	decrease.
	The amount of Dependent insurance cannot be decreased to an amount less than any
	plan minimums shown in the Schedule of the Certificate.
	Increase in the Amount of Your Dependent's Insurance
	Any increase in the amount of Dependent insurance will take effect the day of the
	change, if We do not require Evidence of Good Health. If Evidence of Good Health
	is required, any increase in the amount of Dependent insurance will take effect the
	day We approve Evidence of Good Health, if required.
When Insurance for a Dependent	Insurance for a Dependent child will end on the earliest of the:
Child Ends	• day the Policy terminates;
	• day any premium contribution for Dependent child insurance is due and unpaid;
	• day a Dependent child enters active duty or training in the Armed Forces, National
	Guard or Reserves of any state or country (except temporary active duty of two
	weeks or less);
	• day Your insurance ends;
	• last day of the Policy month in which the Dependent child is no longer eligible not
	due to his/her Limiting Age, or the last day of the calendar year in which the
	Dependent child is no longer eligible due to his/her Limiting Age; or
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate.

When Insurance for a Dependent	Insurance for a Dependent spouse will end on the earliest of the:
Spouse Ends	<ul> <li>day the Policy terminates;</li> </ul>
opouse Linus	<ul> <li>day You attain age 70;</li> </ul>
	<ul> <li>day any premium contribution for Dependent spouse insurance is due and unpaid;</li> </ul>
	<ul> <li>day any premium controlation for Dependent spouse installer is due and anpard,</li> <li>day a Dependent spouse enters active duty or training in the Armed Forces,</li> </ul>
	National Guard or Reserves of any state or country (except temporary active duty
	of two weeks or less);
	<ul> <li>day Your insurance ends;</li> </ul>
	<ul><li> last day of the Policy month in which the Dependent spouse is no longer eligible;</li></ul>
	or des Veue in successione des identitées de side et de succession de de succession de de succession de succession
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate. FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
Living benefits Option For Tou	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
Longff on Loons of Absence	<ul><li>which there is no reasonable prospect of recovery as determined by Us.</li><li>You may be able to continue Life and Accidental Death and Dismemberment</li></ul>
Layoff or Leave of Absence	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
<b>N</b> ( 199)	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
	Dependent insurance under the Portability provision may be obtained without
	providing Evidence of Good Health for Your Dependents subject to conditions
	described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.

#### LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

# AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You or Your Dependent are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
• Both Hands	
Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
	For Your Dependent: 10% of the Principal Sum, up to \$25,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: January 15, 2016

#### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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# **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-AKKC (policy) has been issued to JEA (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

This Certificate replaces any certificate previously issued under the Policy.

## THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

# **SCHEDULE**

The amount of insurance for You and Your dependents will be in accord with Your classification in this Schedule.

#### Classification(s)

All Eligible Employees in the JEA Supervisor Association in business unit 063

#### **Guarantee Issue Limit:**

For You: All Amounts

For Your Spouse: All Amounts

For Your Dependent Child: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

## Life Insurance Benefits For You

You can be insured for an amount of life insurance in increments of 1, 2, 3, 4 or 5 times Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher multiple of \$1,000.

Facility of Payment Amount.....\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

If You are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the **Portability** provision will end on the date You attain age 70.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

# **Living Benefits Option**

#### **For Dependent Spouse**

Your lawful spouse can be insured for amounts of life insurance from \$10,000 to \$25,000 in \$5,000 increments. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Basic Term Life Insurance Benefit. Spouse life insurance will terminate according to the When Insurance for a Dependent Spouse Ends provision.

#### For Dependent Children (Age 14 Days to 26 Years)

Your eligible dependent children can be insured for an amount of life insurance of \$10,000. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Basic Term Life Insurance Benefit.

**NOTE:** The amount for which You and Your dependents are insured is shown on the **Certificate Validation Form**.

#### HEALTH INSURANCE For You

#### **Accidental Death and Dismemberment Benefits**

Principal Sum......An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

#### HEALTH INSURANCE For Your Dependents

**Accidental Death and Dismemberment Benefits** 

Principal Sum......An amount equal to the amount of Dependent Life Insurance in force for Your dependents.

# **EMPLOYEE ELIGIBILITY**

#### Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

#### Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

#### When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

# **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

#### When Employee Insurance Begins

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the later of the day:

- (a) the Employee becomes eligible; or
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

#### <u>Changes in the Amount of Your Insurance</u> Decrease in the Amount of Your Insurance

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

#### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

#### **Exceptions to Changes in the Amount of Your Insurance**

#### Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 31 days from the date of the Life Event, We will also require Evidence of Good Health.

Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance.

Any increased insurance amount will take effect on the date We approve Your written request, provided You are Actively Employed on the date the increase would take effect.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the insurance will begin on the day You return to Active Employment.

#### Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child or acquire a stepchild;
- (c) Your spouse's life insurance under another employer's group plan ends;
- (d) Your spouse's employment is terminated; or
- (e) Your lawful spouse dies.

#### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

#### Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

#### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

#### **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Portability provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Portability will terminate upon reinstatement of insurance under this Policy.

#### When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

#### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit
- (c) Portability

For accidental death and dismemberment insurance:

- (a) Layoff or Leave of Absence
- (b) Portability

#### Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the layoff or leave of absence is not due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.
- **Note:** If You have any Injury or Sickness during an involuntary layoff or approved leave of absence, insurance under this provision will not be extended past the last day of the month from the day Your layoff or leave of absence began.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege or the Portability provision;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less); or
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

# Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

# Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

# **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

## Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

#### When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy. You will not be eligible to continue insurance under the Portability provision.

# <u>Portability</u>

You may be able to obtain life and Accidental Death and Dismemberment insurance under this provision when insurance ends prior to age 70 due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;
- (b) employment with the Policyholder ends;
- (c) You are not Actively Employed;
- (d) You retire; or
- (e) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:

- (a) You must submit a written request and the first premium within 31 days after insurance ends;
- (b) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on Your last day of Active Employment; or
  - (2) \$500,000; and
- (c) the amount of insurance under this Portability provision may not be increased.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision or Conversion Privilege provision in this Certificate.

# **Premium Rates for Portability**

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

# When Portability Ends

Insurance under this Portability provision will end on the earliest of the day:

- (a) You reach 70 years of age;
- (b) any applicable premium contribution is due and unpaid;
- (c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

#### **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

# **DEPENDENT ELIGIBILITY**

#### Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Dependent** means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:

- (a) Your lawful spouse;
- (b) Your natural born or legally adopted child;
- (c) Your stepchild living in Your home; or
- (d) any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

- (a) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (b) a child less than age 14 days or who has attained the Limiting Age defined in this Certificate;
- (c) anyone who is not a citizen, permanent resident, or lawful resident of the United States;
- (d) Your divorced or legally separated spouse;
- (e) Your lawful spouse after You reach age 70;
- (f) Your married child(ren);
- (g) Your child if the child has been legally adopted by another person; or
- (h) a child:
  - (1) temporarily living in Your home;
  - (2) placed in Your home by a social service agency which retains control over the child; or
  - (3) who has a natural parent in a position to exercise parental responsibility and control.

**Evidence of Good Health** means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

- (a) You apply for Dependent coverage after the 31-day limit described within the When Dependent Insurance Begins provision;
- (b) You apply for Dependent coverage in excess of the Guarantee Issue Limit;
- (c) the Dependent was eligible for insurance under a Prior Plan but did not elect such insurance; or

(d) the Dependent was insured under a Prior Plan but You applied for Dependent coverage under this Policy in excess of the amount insured for under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Incapacitated** with respect to a Dependent child, means that Dependent child is continuously

- (a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
- (b) primarily dependent upon You for financial support and maintenance.

Limiting Age means the last day of the calendar year in which a child reaches his/her 26th birthday.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and Accidental Death and Dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

# When a Dependent Becomes Eligible

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:

- (a) born while You are insured under this Policy; or
- (b) insured under a Prior Plan on the day immediately preceding the effective date of this Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;

becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

#### When Dependent Insurance Begins

When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and currently under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under this Policy will take effect once the child has reached age 14 days.

Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.

An eligible Dependent will be insured on the latest of the day

- (a) You become insured;
- (b) You acquire the eligible Dependent; or
- (c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

During the first enrollment period, if a Dependent was eligible for group life coverage under a Prior Plan immediately prior to the effective date of this Policy but did not elect insurance under such plan, You may enroll the Dependent under this Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the day We determine such evidence is acceptable.

# **Changes in the Amount of Your Dependent's Insurance**

# Decrease in the Amount of Your Dependent's Insurance

Any decrease in the amount of Dependent insurance will take effect on the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.

## Increase in the Amount of Your Dependent's Insurance

Any increase in the amount of Dependent insurance will take effect the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the day We approve Evidence of Good Health, if required.

#### **Exceptions to When the Amount of Dependent Insurance Changes**

## Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change the amount of Dependent insurance. Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance. We will also require Evidence of Good Health if You do not submit Your written request within 31 days after the Life Event.

If You make a written request to begin Dependent insurance under the Policy within 31 days after a Life Event, insurance for Your Dependent will begin on the day We receive Your written request, provided You are Actively Employed on that date and subject to the When Dependent Insurance Begins provision of this Certificate.

If Your written request for Dependent insurance is received more than 31 days after a Life Event, We will require Evidence of Good Health be submitted for the Dependent and if such evidence is acceptable to Us, the Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

If You make a written request to end Dependent insurance under the Policy within 31 days after a Life Event, Dependent insurance will end in accordance with the When Insurance for a Dependent Child Ends and When Insurance for a Dependent Spouse Ends provisions of this Certificate.

#### Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child, or acquire a stepchild;
- (c) Your lawful spouse's life insurance under a group plan sponsored by an employer other than the Policyholder ends because the spouse's employment is terminated; or
- (d) Your lawful spouse dies.

#### **Reinstatement of Dependent Insurance**

To reinstate insurance for a Dependent after insurance has ended, You must submit to Us a written request for reinstatement along with Evidence of Good Health for the Dependent. If such evidence is acceptable to Us, the reinstated insurance will take effect on the date We approve the request for reinstatement.

#### When Insurance for a Dependent Child Ends

Insurance for a Dependent child will end on the earliest of the:

(a) day this Policy terminates;

- (b) day any premium contribution for Dependent child insurance is due and unpaid;
- (c) day a Dependent child enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (d) day Your insurance ends;
- (e) last day of the Policy month in which the Dependent child is no longer eligible not due to his/her Limiting Age, or the last day of the calendar year in which the Dependent child is no longer eligible due to his/her Limiting Age; or
- (f) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

#### **Exceptions to When Dependent Insurance Ends**

#### **Incapacitated Child**

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child:

- (a) is insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and
- (b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

#### When Insurance for a Dependent Spouse Ends

Insurance for a Dependent spouse will end on the earliest of the:

- (a) day this Policy terminates;
- (b) day You attain age 70;
- (c) day any premium contribution for Dependent spouse insurance is due and unpaid;
- (d) day a Dependent spouse enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (e) day Your insurance ends;
- (f) last day of the Policy month in which the Dependent spouse is no longer eligible; or
- (g) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

# **Portability**

When You elect life and Accidental Death and Dismemberment insurance under the Portability provision in this Certificate, You may also elect to continue life and Accidental Death and Dismemberment insurance for Your Dependents.

In addition, when Your insured spouse is no longer eligible under this Policy due to, without limitation, divorce or Your death he or she may elect coverage under this Portability provision for such spouse and his or her eligible Dependents.

Benefits for a child insured under this Policy may be provided under this Portability provision by only one parent, but not both.

Dependent insurance under this Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to the following conditions:

- (a) Your insured spouse is less than age 70;
- (b) You must submit a written request and the first premium to Us within 31 days after the Dependent insurance ends;
- (c) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on the day Dependent insurance ends; or
  - (2) \$250,000; and
- (d) the amount of Dependent insurance under this Portability provision cannot be increased.

If You elect insurance for Your eligible Dependent under this Portability provision, Your Dependents will not be eligible to obtain insurance under the Conversion Privilege provision in this Certificate.

#### **Premium Rates for Portability**

Premium rates will change as a spouse enters a higher age category. Premium rates do not change based on the age of a child insured under this Portability provision. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected portability insurance from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

#### When Portability Ends

A Dependent's insurance under this Portability provision will end on the earliest of the day:

- (a) Your lawful spouse becomes 70 years of age;
- (b) Your child reaches the Limiting Age or is no longer Incapacitated;
- (c) Your child marries;
- (d) Your Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less); or
- (e) any premium contribution for Dependent insurance is due and unpaid.

# LIFE INSURANCE BENEFITS

# For You

# **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### Mode of Payment

We will pay benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

#### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

# LIFE INSURANCE BENEFITS

# For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

#### **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

#### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

#### **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

# LIFE INSURANCE BENEFITS

#### For Your Dependents

#### **Benefits**

If a dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be payable to you, if you are living. If you are not living, the following will apply.

- 1. If your spouse dies, benefits will be paid to your spouse's estate.
- 2. If a child dies, benefits will be paid to your spouse, if your spouse is living. If your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

#### **Facility of Payment**

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to \$50.00 a month to the adult or adults who, in our opinion, have assumed custody and principal support of the minor.

#### **Conversion Privilege**

If your dependent's life insurance ends:

- (a) because of your death;
- (b) under circumstances where you have the right of conversion;
- (c) because your life insurance is being continued under the **Continuance of Life Insurance If You Become Totally Disabled** provision (if provided in this policy);
- (d) because the policy or class is discontinued (and your dependent is insured under the policy for at least five years before insurance ends); or
- (e) because your dependent is no longer eligible;

your dependent may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to your dependent is subject to the following.

1. Your dependent may apply for any of our individual life insurance policies except term insurance. Your dependent may not apply for supplemental coverage.

- 2. Your dependent may apply for an amount which is not more than the amount of terminated Life Insurance. When life insurance ends because the policy or class is discontinued, your dependent may apply for an amount which is not more than the lesser of:
  - (a) the amount of the terminated life insurance, less the amount of any group life insurance for which your dependent becomes eligible within 31 days after termination; or
  - (b) \$10,000.00.
- 3. The premium for the conversion policy will be at our standard rate for that type of policy, according to:
  - (a) your dependent's class of risk; and
  - (b) your dependent's age on the date the conversion policy takes effect.
- 4. Your dependent must submit a written application and the first conversion premium to us within 31 days after his or her life insurance ends.

If we issue your dependent a conversion policy and your dependent again becomes eligible for group life insurance under the policy, coverage will become effective only if:

- (a) your dependent terminates the conversion policy; or
- (b) your dependent submits at his or her own expense, evidence of good health acceptable to us.

#### **Extended Insurance**

If a dependent dies within 31 days from the day dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the dependent was last insured.

If a conversion policy has been issued to the deceased dependent, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

#### **Reinstatement of Dependents Insurance**

If your life insurance is continued without payment of premium because of a disability, a dependent's insurance ends. If you cease to be disabled and return to the class(es) of persons eligible under the policy, a dependent's coverage will be reinstated:

- (a) on the day the premium for your insurance is due;
- (b) provided the required premium is paid to us; and
- (c) subject to the last paragraph of the **Conversion Privilege** section above.

#### Assignment

Benefits under this Dependents Life Insurance provision may not be assigned.

# **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

# Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer

# **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

# **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

# For You

# **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

# **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

# TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

#### Payment For Loss of Life

#### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay death benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

#### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

#### Airbag Benefit

#### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

#### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

# Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

# **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

#### Seat Belt Benefits

#### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

#### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### **For Your Dependents**

#### **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

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

Severance means the complete separation and dismemberment of the part from the body.

# **Benefits**

If an insured dependent is Injured or dies as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

# TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum
The Dringing Sum is shown on the SCUEDULE	

The Principal Sum is shown on the **SCHEDULE**.

If an Injury causes more than one loss shown in the Table above, We will pay only the largest Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

# Payment For Loss of Life

# Beneficiary

Benefits will be payable to You, if You are living. If You are not living, benefits will be paid as follows:

- (a) If Your spouse dies, benefits will be paid to Your spouse's estate.
- (b) a child dies, benefits will be paid to Your spouse, if Your spouse is living. If Your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

# Payment for Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

Your insured dependent will be presumed to have died, for purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) Your dependent disappears;
- (b) Your dependent's body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

# <u>Airbag Benefit</u>

# Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

# Benefits

If Your dependent is Injured in an Automobile Accident and that Injury results in the dependent's death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$25,000. This benefit is paid in addition to the Principal Sum.

# Exception

We will not pay Air Bag Benefits if the Automobile Accident occurs when:

- (a) Your dependent is not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) Your dependent is breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

# **Common Carrier Benefits**

If Your insured dependent is Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in loss of life, We will pay an amount equal to Your Principal Sum (for loss of life under this ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

# Seat Belt Benefits

# Benefits

If Your insured dependent is Injured in an Automobile accident while Your dependent was wearing a Seat Belt, and that Injury results in Your dependent's death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your dependent's death resulted from an Automobile Accident and that Your dependent was wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

#### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) Your dependent is breaking any traffic laws of the jurisdiction in which the automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether Your dependent is sane or insane, from:
  - (1) an intentionally self-inflicted Injury or Sickness; or
  - (2) suicide or attempted suicide;
- (b) results from Your dependent's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while Your dependent is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if Your dependent is in a coma or being kept alive by an artificial support system at the end of the 365 days.
- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries Your dependent receives in any aircraft other than while riding as a passenger in a commercial aircraft on a regularly scheduled flight;
- (j) results in injuries Your dependent receives while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by Your dependent, and is a result of injuries received, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by Your dependent, and is a result of injuries received, while Intoxicated.

# **PAYMENT OF CLAIMS**

#### How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

#### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

# When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

# **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

# **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

#### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

#### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

# **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

# **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

# **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

# APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for you or your dependents.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any insured person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of our officers.

A change may affect any class of insured persons, including retirees if retired coverage is included in the Policy.

# **Applications**

We may use misstatements or omissions in the application of an insured person to contest the validity of insurance, reduce coverage or deny a claim; but We must first furnish you or your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if you or your dependent is not eligible for insurance, there is no time limit on our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

# Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

# **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

Insured Person means You and/or Your dependents who are insured under the Policy.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your means an employee or member who is insured under the Policy.

Group Policy Number GVTL-AKKC



Publication Date: January 15, 2016

A Mutual of Omaha Company

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



# JEA GVTL-AKKC Revised: December 1, 2015

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	For Your Spouse: All Amounts
	For Your Dependent Child: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1 or 2 times
	Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher
	multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
	end on the date You attain age 70.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
	Sum.
Life Insurance Benefit For Your	Your lawful spouse can be insured for amounts of life insurance from \$10,000 to
Dependent Spouse	\$25,000 in \$5,000 increments. In no event shall the Dependent Life Insurance
	Benefit exceed 50% of Your Basic Term Life Insurance Benefit.
Life Insurance Benefit For Your	Your eligible Dependent children can be insured for an amount of life insurance of
Dependent Child(ren)	\$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of
(Age 14 Days to 26 years)	Your Basic Term Life Insurance Benefit.
Accidental Death and	A Principal Sum equal to the amount of Your Dependent's Life Insurance Benefit.
Dismemberment Benefit For Your	
Dependents	
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.

Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> <li>You enter the Armed Forces, National Guard or Reserves of any state or country</li> </ul>
	on active duty (except for temporary active duty of two weeks or less).
	DEPENDENT ELIGIBILITY
Definition of Dependent	Dependent means a citizen, permanent resident, or lawful resident of the United
	States who, as indicated by evidence acceptable to Us, is:
	• Your lawful spouse;
	• Your natural born or legally adopted child;
	• Your stepchild living in Your home; or
	• any other child who lives with the Employee in a regular parent-child relationship
	and for whom You claimed as a Dependent on Your last filed federal income tax
	return.
	A dependent does not include a child less than age 14 days or who has attained the
	Limiting Age defined in the Certificate.
Definition of Limiting Age	Limiting Age means the last day of the calendar year in which a child reaches his/her
	26th birthday.

When Dependent Insurance Begins	You may request Dependent insurance by properly completing and signing an
When Dependent Insurance Degins	enrollment form acceptable to Us and submitting the form to the Policyholder.
	An eligible Dependent will be insured on the latest of the day:
	<ul> <li>You become insured;</li> </ul>
	• You acquire the eligible Dependent; or You properly complete and sign on engellment form eccentable to Us for
	• You properly complete and sign an enrollment form acceptable to Us for
	Dependent insurance and submit it as described above.
	If We do not receive Your request to insure Your Dependents within 31 days from
	the day the Dependent is eligible for insurance, We will require Evidence of Good
	Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent
	will become insured on the date We approve the Dependent's Evidence of Good
	Health. In order to insure an eligible Dependent child, You must insure all eligible
	Dependent children. You must also apply for the same amount of insurance for each
	eligible Dependent child. We do not require You to insure both Your spouse and
	children.
Changes in the Amount of Your	Decrease in the Amount of Your Dependent's Insurance
Dependent's Insurance	Any decrease in the amount of Dependent insurance will take effect on the day of the
	decrease.
	The amount of Dependent insurance cannot be decreased to an amount less than any
	plan minimums shown in the Schedule of the Certificate.
	Increase in the Amount of Your Dependent's Insurance
	Any increase in the amount of Dependent insurance will take effect the day of the
	change, if We do not require Evidence of Good Health. If Evidence of Good Health
	is required, any increase in the amount of Dependent insurance will take effect the
	day We approve Evidence of Good Health, if required.
When Insurance for a Dependent	Insurance for a Dependent child will end on the earliest of the:
Child Ends	• day the Policy terminates;
	• day any premium contribution for Dependent child insurance is due and unpaid;
	• day a Dependent child enters active duty or training in the Armed Forces, National
	Guard or Reserves of any state or country (except temporary active duty of two
	weeks or less);
	• day Your insurance ends;
	• last day of the Policy month in which the Dependent child is no longer eligible not
	due to his/her Limiting Age, or the last day of the calendar year in which the
	Dependent child is no longer eligible due to his/her Limiting Age; or
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate.

When Insurance for a Dependent	Insurance for a Dependent spouse will end on the earliest of the:
Spouse Ends	<ul> <li>day the Policy terminates;</li> </ul>
opouse Linus	<ul> <li>day You attain age 70;</li> </ul>
	<ul> <li>day any premium contribution for Dependent spouse insurance is due and unpaid;</li> </ul>
	<ul> <li>day any premium controlation for Dependent spouse installer is due and anpard,</li> <li>day a Dependent spouse enters active duty or training in the Armed Forces,</li> </ul>
	National Guard or Reserves of any state or country (except temporary active duty
	of two weeks or less);
	<ul> <li>day Your insurance ends;</li> </ul>
	<ul><li> last day of the Policy month in which the Dependent spouse is no longer eligible;</li></ul>
	or des Veue in successione des identitées de side et de succession de de succession de de succession de succession
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate. FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
Living benefits Option For Tou	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
Longff on Loons of Absence	<ul><li>which there is no reasonable prospect of recovery as determined by Us.</li><li>You may be able to continue Life and Accidental Death and Dismemberment</li></ul>
Layoff or Leave of Absence	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
<b>N</b> ( 199)	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
	Dependent insurance under the Portability provision may be obtained without
	providing Evidence of Good Health for Your Dependents subject to conditions
	described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.

# LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

# AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You or Your Dependent are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
• Both Hands	
Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
	For Your Dependent: 10% of the Principal Sum, up to \$25,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

# AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: January 15, 2016

# YOUR GROUP VOLUNTARY TERM LIFE BENEFITS

# JEA

# All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

**Revised December 1, 2015** 

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

# CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GVTL-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GVTL-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A Mutual of Omaha Company

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



# JEA GVTL-AKKC Revised: December 1, 2015

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	For Your Spouse: All Amounts
	For Your Dependent Child: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1 or 2 times
	Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher
	multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
	end on the date You attain age 70.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
	Sum.
Life Insurance Benefit For Your	Your lawful spouse can be insured for amounts of life insurance from \$10,000 to
Dependent Spouse	\$25,000 in \$5,000 increments. In no event shall the Dependent Life Insurance
	Benefit exceed 50% of Your Basic Term Life Insurance Benefit.
Life Insurance Benefit For Your	Your eligible Dependent children can be insured for an amount of life insurance of
Dependent Child(ren)	\$10,000. In no event shall the Dependent Life Insurance Benefit exceed 50% of
(Age 14 Days to 26 years)	Your Basic Term Life Insurance Benefit.
Accidental Death and	A Principal Sum equal to the amount of Your Dependent's Life Insurance Benefit.
Dismemberment Benefit For Your	
Dependents	
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.

Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul> <li>any applicable premium contribution is due and unpaid; or</li> <li>You enter the Armed Forces, National Guard or Reserves of any state or country</li> </ul>
	on active duty (except for temporary active duty of two weeks or less).
	DEPENDENT ELIGIBILITY
Definition of Dependent	Dependent means a citizen, permanent resident, or lawful resident of the United
	States who, as indicated by evidence acceptable to Us, is:
	• Your lawful spouse;
	• Your natural born or legally adopted child;
	• Your stepchild living in Your home; or
	• any other child who lives with the Employee in a regular parent-child relationship
	and for whom You claimed as a Dependent on Your last filed federal income tax
	return.
	A dependent does not include a child less than age 14 days or who has attained the
	Limiting Age defined in the Certificate.
Definition of Limiting Age	Limiting Age means the last day of the calendar year in which a child reaches his/her
	26th birthday.

When Dependent Insurance Begins	You may request Dependent insurance by properly completing and signing an
When Dependent Insurance Degins	enrollment form acceptable to Us and submitting the form to the Policyholder.
	An eligible Dependent will be insured on the latest of the day:
	<ul> <li>You become insured;</li> </ul>
	• You acquire the eligible Dependent; or You properly complete and sign on engellment form eccentable to Us for
	• You properly complete and sign an enrollment form acceptable to Us for
	Dependent insurance and submit it as described above.
	If We do not receive Your request to insure Your Dependents within 31 days from
	the day the Dependent is eligible for insurance, We will require Evidence of Good
	Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent
	will become insured on the date We approve the Dependent's Evidence of Good
	Health. In order to insure an eligible Dependent child, You must insure all eligible
	Dependent children. You must also apply for the same amount of insurance for each
	eligible Dependent child. We do not require You to insure both Your spouse and
	children.
Changes in the Amount of Your	Decrease in the Amount of Your Dependent's Insurance
Dependent's Insurance	Any decrease in the amount of Dependent insurance will take effect on the day of the
	decrease.
	The amount of Dependent insurance cannot be decreased to an amount less than any
	plan minimums shown in the Schedule of the Certificate.
	Increase in the Amount of Your Dependent's Insurance
	Any increase in the amount of Dependent insurance will take effect the day of the
	change, if We do not require Evidence of Good Health. If Evidence of Good Health
	is required, any increase in the amount of Dependent insurance will take effect the
	day We approve Evidence of Good Health, if required.
When Insurance for a Dependent	Insurance for a Dependent child will end on the earliest of the:
Child Ends	• day the Policy terminates;
	• day any premium contribution for Dependent child insurance is due and unpaid;
	• day a Dependent child enters active duty or training in the Armed Forces, National
	Guard or Reserves of any state or country (except temporary active duty of two
	weeks or less);
	• day Your insurance ends;
	• last day of the Policy month in which the Dependent child is no longer eligible not
	due to his/her Limiting Age, or the last day of the calendar year in which the
	Dependent child is no longer eligible due to his/her Limiting Age; or
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate.

When Insurance for a Dependent	Insurance for a Dependent spouse will end on the earliest of the:
Spouse Ends	<ul> <li>day the Policy terminates;</li> </ul>
Spouse Enus	<ul> <li>day You attain age 70;</li> </ul>
	<ul> <li>day any premium contribution for Dependent spouse insurance is due and unpaid;</li> </ul>
	<ul> <li>day and premium controlation for Dependent spouse installate is due and anpard,</li> <li>day a Dependent spouse enters active duty or training in the Armed Forces,</li> </ul>
	National Guard or Reserves of any state or country (except temporary active duty
	of two weeks or less);
	<ul> <li>day Your insurance ends;</li> </ul>
	<ul><li> last day of the Policy month in which the Dependent spouse is no longer eligible;</li></ul>
	or des Veue is sentimed with est second of second at the Weisser of
	• day Your insurance is continued without payment of premium under the Waiver of
	Premium Benefit provision in the Employee Eligibility section of the Certificate. FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
Living benefits Option For Tou	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.
Loveff on Loove of Absonce	You may be able to continue Life and Accidental Death and Dismemberment
Layoff or Leave of Absence	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
<b>N</b> ( 199)	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
	Dependent insurance under the Portability provision may be obtained without
	providing Evidence of Good Health for Your Dependents subject to conditions
	described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.

#### LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

## AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You or Your Dependent are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
• Both Hands	
Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	
• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
	For Your Dependent: 10% of the Principal Sum, up to \$25,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.

## AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: January 15, 2016

#### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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## **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-AKKC (policy) has been issued to JEA (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

This Certificate replaces any certificate previously issued under the Policy.

## THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

## **SCHEDULE**

The amount of insurance for You and Your dependents will be in accord with Your classification in this Schedule.

#### **Classification(s)**

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

#### **Guarantee Issue Limit:**

For You: All Amounts

For Your Spouse: All Amounts

For Your Dependent Child: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

#### Life Insurance Benefits For You

You can be insured for an amount of life insurance in increments of 1 or 2 times Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher multiple of \$1,000.

Facility of Payment Amount.....\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

If You are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the **Portability** provision will end on the date You attain age 70.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

#### **Living Benefits Option**

#### **For Dependent Spouse**

Your lawful spouse can be insured for amounts of life insurance from \$10,000 to \$25,000 in \$5,000 increments. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Basic Term Life Insurance Benefit. Spouse life insurance will terminate according to the When Insurance for a Dependent Spouse Ends provision.

#### For Dependent Children (Age 14 Days to 26 Years)

Your eligible dependent children can be insured for an amount of life insurance of \$10,000. In no event shall the dependent Life Insurance Benefit exceed 50% of Your Basic Term Life Insurance Benefit.

**NOTE:** The amount for which You and Your dependents are insured is shown on the **Certificate Validation Form**.

#### HEALTH INSURANCE For You

#### **Accidental Death and Dismemberment Benefits**

Principal Sum......An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

#### HEALTH INSURANCE For Your Dependents

#### **Accidental Death and Dismemberment Benefits**

Principal Sum......An amount equal to the amount of Dependent Life Insurance in force for Your dependents.

# **EMPLOYEE ELIGIBILITY**

#### Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

#### Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

#### When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

## **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

#### When Employee Insurance Begins

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the later of the day:

- (a) the Employee becomes eligible; or
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

#### <u>Changes in the Amount of Your Insurance</u> Decrease in the Amount of Your Insurance

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

#### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

#### **Exceptions to Changes in the Amount of Your Insurance**

#### Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 31 days from the date of the Life Event, We will also require Evidence of Good Health.

Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance.

Any increased insurance amount will take effect on the date We approve Your written request, provided You are Actively Employed on the date the increase would take effect.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the insurance will begin on the day You return to Active Employment.

#### Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child or acquire a stepchild;
- (c) Your spouse's life insurance under another employer's group plan ends;
- (d) Your spouse's employment is terminated; or
- (e) Your lawful spouse dies.

#### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

#### Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

#### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

#### **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Portability provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Portability will terminate upon reinstatement of insurance under this Policy.

## When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

#### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit
- (c) Portability

For accidental death and dismemberment insurance:

- (a) Layoff or Leave of Absence
- (b) Portability

#### Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the layoff or leave of absence is not due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.
- **Note:** If You have any Injury or Sickness during an involuntary layoff or approved leave of absence, insurance under this provision will not be extended past the last day of the month from the day Your layoff or leave of absence began.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege or the Portability provision;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less); or
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

## Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

# Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

# **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

## Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

#### When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy. You will not be eligible to continue insurance under the Portability provision.

## <u>Portability</u>

You may be able to obtain life and Accidental Death and Dismemberment insurance under this provision when insurance ends prior to age 70 due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;
- (b) employment with the Policyholder ends;
- (c) You are not Actively Employed;
- (d) You retire; or
- (e) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:

- (a) You must submit a written request and the first premium within 31 days after insurance ends;
- (b) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on Your last day of Active Employment; or
  - (2) \$500,000; and
- (c) the amount of insurance under this Portability provision may not be increased.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision or Conversion Privilege provision in this Certificate.

## **Premium Rates for Portability**

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

## When Portability Ends

Insurance under this Portability provision will end on the earliest of the day:

- (a) You reach 70 years of age;
- (b) any applicable premium contribution is due and unpaid;
- (c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

#### **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

## **DEPENDENT ELIGIBILITY**

#### Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Dependent** means a citizen, permanent resident, or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:

- (a) Your lawful spouse;
- (b) Your natural born or legally adopted child;
- (c) Your stepchild living in Your home; or
- (d) any other child who lives with the Employee in a regular parent-child relationship and for whom You claimed as a Dependent on Your last filed federal income tax return.

A dependent does not include:

- (a) anyone who is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (b) a child less than age 14 days or who has attained the Limiting Age defined in this Certificate;
- (c) anyone who is not a citizen, permanent resident, or lawful resident of the United States;
- (d) Your divorced or legally separated spouse;
- (e) Your lawful spouse after You reach age 70;
- (f) Your married child(ren);
- (g) Your child if the child has been legally adopted by another person; or
- (h) a child:
  - (1) temporarily living in Your home;
  - (2) placed in Your home by a social service agency which retains control over the child; or
  - (3) who has a natural parent in a position to exercise parental responsibility and control.

**Evidence of Good Health** means proof, acceptable to Us, of the Dependent's good health. Unless otherwise stated in the Policy, such evidence is required when:

- (a) You apply for Dependent coverage after the 31-day limit described within the When Dependent Insurance Begins provision;
- (b) You apply for Dependent coverage in excess of the Guarantee Issue Limit;
- (c) the Dependent was eligible for insurance under a Prior Plan but did not elect such insurance; or

(d) the Dependent was insured under a Prior Plan but You applied for Dependent coverage under this Policy in excess of the amount insured for under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue for Your Dependent without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Incapacitated** with respect to a Dependent child, means that Dependent child is continuously

- (a) incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness, or physical handicap; and
- (b) primarily dependent upon You for financial support and maintenance.

Limiting Age means the last day of the calendar year in which a child reaches his/her 26th birthday.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and Accidental Death and Dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

## When a Dependent Becomes Eligible

When both You and Your lawful spouse are eligible for insurance under this Policy as an Employee, You may each enroll either as an Employee or the Dependent of an Employee, but not both.

A Dependent who is neither confined nor disabled as described in the following paragraphs or, regardless of confinement, is:

- (a) born while You are insured under this Policy; or
- (b) insured under a Prior Plan on the day immediately preceding the effective date of this Policy provided the amount of insurance does not exceed the amount the Dependent was insured for under the Prior Plan;

becomes eligible for insurance on the later of the day You are eligible or the day You acquire the Dependent.

#### When Dependent Insurance Begins

When You and the Policyholder share in the cost of Dependent insurance or, when You pay 100% of the cost of Dependent insurance, You may request Dependent insurance by properly completing and signing an enrollment form acceptable to Us and submitting the form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Dependent becomes eligible.

Insurance for a Dependent, other than a child born while You are insured under this Policy, who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and currently under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until such confinement ends or is no longer medically necessary as determined by Us or an independent medical review arranged by Us. Insurance for a Dependent born while You are insured under this Policy will take effect once the child has reached age 14 days.

Insurance for a Dependent who is physically or mentally disabled to the extent such Dependent is unable to perform all of the usual and customary duties and activities of a person who is the same age and sex who is in good health or is not able to engage in any work or occupation for wage or profit will not take effect until the Dependent is able to fully resume all usual and customary duties and activities or is able to work for wage or profit.

An eligible Dependent will be insured on the latest of the day

- (a) You become insured;
- (b) You acquire the eligible Dependent; or
- (c) You properly complete and sign an enrollment form acceptable to Us for Dependent insurance and submit it as described above.

If We do not receive Your request to insure Your Dependents within 31 days from the day the Dependent is eligible for insurance, We will require Evidence of Good Health for Your Dependent. If such evidence is acceptable to Us, Your Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

In order to insure an eligible Dependent child, You must insure all eligible Dependent children. You must also apply for the same amount of insurance for each eligible Dependent child. We do not require You to insure both Your spouse and children.

During the first enrollment period, if a Dependent was eligible for group life coverage under a Prior Plan immediately prior to the effective date of this Policy but did not elect insurance under such plan, You may enroll the Dependent under this Policy if the Dependent is otherwise eligible, subject to Evidence of Good Health acceptable to Us. Insurance will begin on the day We determine such evidence is acceptable.

## **Changes in the Amount of Your Dependent's Insurance**

## Decrease in the Amount of Your Dependent's Insurance

Any decrease in the amount of Dependent insurance will take effect on the day of the decrease.

The amount of Dependent insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate.

## Increase in the Amount of Your Dependent's Insurance

Any increase in the amount of Dependent insurance will take effect the day of the change, if We do not require Evidence of Good Health. If Evidence of Good Health is required, any increase in the amount of Dependent insurance will take effect the day We approve Evidence of Good Health, if required.

#### **Exceptions to When the Amount of Dependent Insurance Changes**

## Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change the amount of Dependent insurance. Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance. We will also require Evidence of Good Health if You do not submit Your written request within 31 days after the Life Event.

If You make a written request to begin Dependent insurance under the Policy within 31 days after a Life Event, insurance for Your Dependent will begin on the day We receive Your written request, provided You are Actively Employed on that date and subject to the When Dependent Insurance Begins provision of this Certificate.

If Your written request for Dependent insurance is received more than 31 days after a Life Event, We will require Evidence of Good Health be submitted for the Dependent and if such evidence is acceptable to Us, the Dependent will become insured on the date We approve the Dependent's Evidence of Good Health.

If You make a written request to end Dependent insurance under the Policy within 31 days after a Life Event, Dependent insurance will end in accordance with the When Insurance for a Dependent Child Ends and When Insurance for a Dependent Spouse Ends provisions of this Certificate.

#### Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child, or acquire a stepchild;
- (c) Your lawful spouse's life insurance under a group plan sponsored by an employer other than the Policyholder ends because the spouse's employment is terminated; or
- (d) Your lawful spouse dies.

#### **Reinstatement of Dependent Insurance**

To reinstate insurance for a Dependent after insurance has ended, You must submit to Us a written request for reinstatement along with Evidence of Good Health for the Dependent. If such evidence is acceptable to Us, the reinstated insurance will take effect on the date We approve the request for reinstatement.

#### When Insurance for a Dependent Child Ends

Insurance for a Dependent child will end on the earliest of the:

(a) day this Policy terminates;

- (b) day any premium contribution for Dependent child insurance is due and unpaid;
- (c) day a Dependent child enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (d) day Your insurance ends;
- (e) last day of the Policy month in which the Dependent child is no longer eligible not due to his/her Limiting Age, or the last day of the calendar year in which the Dependent child is no longer eligible due to his/her Limiting Age; or
- (f) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

#### **Exceptions to When Dependent Insurance Ends**

#### **Incapacitated Child**

Insurance for a child who is mentally or physically Incapacitated on the day the child attains the Limiting Age may be continued if the child:

- (a) is insured under this Policy or a Prior Plan immediately prior to reaching the Limiting Age; and
- (b) became incapacitated prior to attaining the Limiting Age under this Policy or a similar provision in a Prior Plan;

as indicated by evidence acceptable and received by Us within 31 days after the child attains the Limiting Age; and thereafter as We may require, but not more than once every two years. Insurance under this provision will end in accordance with the When Insurance for a Dependent Child Ends provision, without application of the Limiting Age requirement.

#### When Insurance for a Dependent Spouse Ends

Insurance for a Dependent spouse will end on the earliest of the:

- (a) day this Policy terminates;
- (b) day You attain age 70;
- (c) day any premium contribution for Dependent spouse insurance is due and unpaid;
- (d) day a Dependent spouse enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less);
- (e) day Your insurance ends;
- (f) last day of the Policy month in which the Dependent spouse is no longer eligible; or
- (g) day Your insurance is continued without payment of premium under the Waiver of Premium Benefit provision in the Employee Eligibility section of this Certificate.

## **Portability**

When You elect life and Accidental Death and Dismemberment insurance under the Portability provision in this Certificate, You may also elect to continue life and Accidental Death and Dismemberment insurance for Your Dependents.

In addition, when Your insured spouse is no longer eligible under this Policy due to, without limitation, divorce or Your death he or she may elect coverage under this Portability provision for such spouse and his or her eligible Dependents.

Benefits for a child insured under this Policy may be provided under this Portability provision by only one parent, but not both.

Dependent insurance under this Portability provision may be obtained without providing Evidence of Good Health for Your Dependents subject to the following conditions:

- (a) Your insured spouse is less than age 70;
- (b) You must submit a written request and the first premium to Us within 31 days after the Dependent insurance ends;
- (c) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on the day Dependent insurance ends; or
  - (2) \$250,000; and
- (d) the amount of Dependent insurance under this Portability provision cannot be increased.

If You elect insurance for Your eligible Dependent under this Portability provision, Your Dependents will not be eligible to obtain insurance under the Conversion Privilege provision in this Certificate.

#### **Premium Rates for Portability**

Premium rates will change as a spouse enters a higher age category. Premium rates do not change based on the age of a child insured under this Portability provision. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected portability insurance from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

#### When Portability Ends

A Dependent's insurance under this Portability provision will end on the earliest of the day:

- (a) Your lawful spouse becomes 70 years of age;
- (b) Your child reaches the Limiting Age or is no longer Incapacitated;
- (c) Your child marries;
- (d) Your Dependent enters active duty or training in the Armed Forces, National Guard or Reserves of any state or country (except temporary active duty of two weeks or less); or
- (e) any premium contribution for Dependent insurance is due and unpaid.

# LIFE INSURANCE BENEFITS

## For You

## **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### Mode of Payment

We will pay benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

#### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

# LIFE INSURANCE BENEFITS

## For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

#### **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

#### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

#### **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

## LIFE INSURANCE BENEFITS

#### For Your Dependents

#### **Benefits**

If a dependent dies while insured under this provision, we will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be payable to you, if you are living. If you are not living, the following will apply.

- 1. If your spouse dies, benefits will be paid to your spouse's estate.
- 2. If a child dies, benefits will be paid to your spouse, if your spouse is living. If your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

#### **Facility of Payment**

Any benefits payable to a minor in accord with the above paragraph may be paid to the legally appointed guardian of the minor. If there is no legally appointed guardian, payment may be made up to \$50.00 a month to the adult or adults who, in our opinion, have assumed custody and principal support of the minor.

#### **Conversion Privilege**

If your dependent's life insurance ends:

- (a) because of your death;
- (b) under circumstances where you have the right of conversion;
- (c) because your life insurance is being continued under the **Continuance of Life Insurance If You Become Totally Disabled** provision (if provided in this policy);
- (d) because the policy or class is discontinued (and your dependent is insured under the policy for at least five years before insurance ends); or
- (e) because your dependent is no longer eligible;

your dependent may apply for an individual policy of life insurance (called a conversion policy) without giving health information.

Issuance of a conversion policy to your dependent is subject to the following.

1. Your dependent may apply for any of our individual life insurance policies except term insurance. Your dependent may not apply for supplemental coverage.

- 2. Your dependent may apply for an amount which is not more than the amount of terminated Life Insurance. When life insurance ends because the policy or class is discontinued, your dependent may apply for an amount which is not more than the lesser of:
  - (a) the amount of the terminated life insurance, less the amount of any group life insurance for which your dependent becomes eligible within 31 days after termination; or
  - (b) \$10,000.00.
- 3. The premium for the conversion policy will be at our standard rate for that type of policy, according to:
  - (a) your dependent's class of risk; and
  - (b) your dependent's age on the date the conversion policy takes effect.
- 4. Your dependent must submit a written application and the first conversion premium to us within 31 days after his or her life insurance ends.

If we issue your dependent a conversion policy and your dependent again becomes eligible for group life insurance under the policy, coverage will become effective only if:

- (a) your dependent terminates the conversion policy; or
- (b) your dependent submits at his or her own expense, evidence of good health acceptable to us.

#### **Extended Insurance**

If a dependent dies within 31 days from the day dependents life insurance is terminated, we will still pay benefits. Upon receipt of proof within one year after death, we will pay the amount for which the dependent was last insured.

If a conversion policy has been issued to the deceased dependent, we will pay benefits under this **Extended Insurance** provision only if the conversion policy is returned to us without claim. We will refund all paid conversion premiums if the conversion policy is surrendered for this reason.

#### **Reinstatement of Dependents Insurance**

If your life insurance is continued without payment of premium because of a disability, a dependent's insurance ends. If you cease to be disabled and return to the class(es) of persons eligible under the policy, a dependent's coverage will be reinstated:

- (a) on the day the premium for your insurance is due;
- (b) provided the required premium is paid to us; and
- (c) subject to the last paragraph of the **Conversion Privilege** section above.

#### Assignment

Benefits under this Dependents Life Insurance provision may not be assigned.

## **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

#### Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer

# **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

#### **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

## **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

# **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

# TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

#### Payment For Loss of Life

#### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay death benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

#### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

#### Airbag Benefit

#### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

#### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

#### Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

#### Seat Belt Benefits

#### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

#### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### **For Your Dependents**

#### **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

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

Severance means the complete separation and dismemberment of the part from the body.

# **Benefits**

If an insured dependent is Injured or dies as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

## TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum
The Dringing Sum is shown on the SCHEDULE	

The Principal Sum is shown on the **SCHEDULE**.

If an Injury causes more than one loss shown in the Table above, We will pay only the largest Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

## Payment For Loss of Life

#### Beneficiary

Benefits will be payable to You, if You are living. If You are not living, benefits will be paid as follows:

- (a) If Your spouse dies, benefits will be paid to Your spouse's estate.
- (b) a child dies, benefits will be paid to Your spouse, if Your spouse is living. If Your spouse is not living, benefits will be paid in equal shares to the child's surviving brothers and sisters. If none survive, benefits will be paid to the estate of the deceased child.

#### Payment for Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

Your insured dependent will be presumed to have died, for purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) Your dependent disappears;
- (b) Your dependent's body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

# <u>Airbag Benefit</u>

# Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

## Benefits

If Your dependent is Injured in an Automobile Accident and that Injury results in the dependent's death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$25,000. This benefit is paid in addition to the Principal Sum.

## Exception

We will not pay Air Bag Benefits if the Automobile Accident occurs when:

- (a) Your dependent is not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) Your dependent is breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### **Common Carrier Benefits**

If Your insured dependent is Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in loss of life, We will pay an amount equal to Your Principal Sum (for loss of life under this ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

#### Seat Belt Benefits

#### Benefits

If Your insured dependent is Injured in an Automobile accident while Your dependent was wearing a Seat Belt, and that Injury results in Your dependent's death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your dependent's death resulted from an Automobile Accident and that Your dependent was wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

#### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) Your dependent is breaking any traffic laws of the jurisdiction in which the automobile is being operated.

#### **Exclusions**

We will not pay for any loss which:

- (a) results, whether Your dependent is sane or insane, from:
  - (1) an intentionally self-inflicted Injury or Sickness; or
  - (2) suicide or attempted suicide;
- (b) results from Your dependent's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while Your dependent is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if Your dependent is in a coma or being kept alive by an artificial support system at the end of the 365 days.
- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries Your dependent receives in any aircraft other than while riding as a passenger in a commercial aircraft on a regularly scheduled flight;
- (j) results in injuries Your dependent receives while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by Your dependent, and is a result of injuries received, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by Your dependent, and is a result of injuries received, while Intoxicated.

# **PAYMENT OF CLAIMS**

#### How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

#### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

#### When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

#### **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

#### **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

#### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

#### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

#### **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

#### **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

# **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) any application for you or your dependents.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require the consent of any insured person or beneficiary; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of our officers.

A change may affect any class of insured persons, including retirees if retired coverage is included in the Policy.

#### **Applications**

We may use misstatements or omissions in the application of an insured person to contest the validity of insurance, reduce coverage or deny a claim; but We must first furnish you or your beneficiary with a copy of that application. We will not use a person's application to contest or reduce insurance which has been in force for two years or more during that person's lifetime. However, if you or your dependent is not eligible for insurance, there is no time limit on our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

#### Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

# **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

Insured Person means You and/or Your dependents who are insured under the Policy.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your means an employee or member who is insured under the Policy.

Group Policy Number GVTL-AKKC



Publication Date: January 15, 2016

A MUTUAL of OMAHA COMPANY

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



# JEA GVTL-AKKC Revised: January 1, 2013 All American federation of State, County & Municipal (AFSCME) temporary Employees in business unit 179 and Northeast Florida Public Employees; Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) temporary Employees in business unit 190

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	You can be insured for amounts of life insurance from \$5,000 to \$10,000 in \$5,000
	increments. In no event shall Life Insurance Benefits exceed 1 times Your Annual
	Salary.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
	end on the date You attain age 70.

Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
	Sum.
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and
	signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.
Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul><li> any applicable premium contribution is due and unpaid; or</li><li> You enter the Armed Forces, National Guard or Reserves of any state or country</li></ul>
	on active duty (except for temporary active duty of two weeks or less).
	FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
8 · · · · · · · · · · · · · · · · · · ·	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.

Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
·	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

# AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	

• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.
AD&D EXCLUSIONS	

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
- an intentionally self-inflicted Injury or Sickness; or
- suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: June 25, 2013

# YOUR GROUP VOLUNTARY TERM LIFE BENEFITS

# JEA

# All American federation of State, County & Municipal (AFSCME) temporary Employees in business unit 179 and Northeast Florida Public Employees; Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) temporary Employees in business unit 190

#### UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

Revised January 1, 2013

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

## CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GVTL-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GVTL-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL of OMAHA COMPANY

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



# JEA GVTL-AKKC Revised: January 1, 2013 All American federation of State, County & Municipal (AFSCME) temporary Employees in business unit 179 and Northeast Florida Public Employees; Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) temporary Employees in business unit 190

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guarantee Issue Limit	For You: All Amounts
	Guarantee Issue means the amount of insurance applied for which does not require
	Evidence of Good Health.
Life Insurance Benefit for You	You can be insured for amounts of life insurance from \$5,000 to \$10,000 in \$5,000
	increments. In no event shall Life Insurance Benefits exceed 1 times Your Annual
	Salary.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
	end on the date You attain age 70.

Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
	Sum.
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and
	signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.
Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.
When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	<ul><li> any applicable premium contribution is due and unpaid; or</li><li> You enter the Armed Forces, National Guard or Reserves of any state or country</li></ul>
	on active duty (except for temporary active duty of two weeks or less).
	FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
8 · · · · · · · · · · · · · · · · · · ·	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.

Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
·	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	LIFE EXCLUSIONS

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead We will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

# AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if You are injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	Benefit
• Life	Principal Sum
Both Hands	
• Both Feet	
• Entire Sight of Both Eyes	
One Hand and One Foot	
• One Hand and Entire Sight of	
One Eye	
• One Foot and Entire Sight of	
One Eye	
• Speech and Hearing (both ears)	

• Entire Sight of One Eye	One-half Principal Sum
• Speech or Hearing (both ears)	
One Hand or One Foot	
• Loss of Thumb and Index	One-fourth Principal Sum
Finger of Same Hand	
Other Benefits	Benefit
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.
Common Carrier Benefits	An amount equal to the Principal Sum.
	In no event will this benefit exceed \$1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.
AD&D EXCLUSIONS	

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
- an intentionally self-inflicted Injury or Sickness; or
- suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: June 25, 2013

#### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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# **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-AKKC (policy) has been issued to JEA (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

This Certificate replaces any certificate previously issued under the Policy.

## THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

# **SCHEDULE**

The amount of insurance for You will be in accord with Your classification in this Schedule.

#### **Classification(s)**

All American federation of State, County & Municipal (AFSCME) temporary Employees in business unit 179 and Northeast Florida Public Employees; Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) temporary Employees in business unit 190

#### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

#### Life Insurance Benefits For You

You can be insured for amounts of life insurance from \$5,000 to \$10,000 in \$5,000 increments. In no event shall Life Insurance Benefits exceed 1 times Your Annual Salary.

Facility of Payment Amount.....\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

If You are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the **Portability** provision will end on the date You attain age 70.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

#### **Living Benefits Option**

# HEALTH INSURANCE For You

## **Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

# **EMPLOYEE ELIGIBILITY**

#### Life Insurance and Accidental Death and Dismemberment Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

#### Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

## When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

## **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

#### When Employee Insurance Begins

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the later of the day:

- (a) the Employee becomes eligible; or
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

#### <u>Changes in the Amount of Your Insurance</u> Decrease in the Amount of Your Insurance

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

#### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

#### **Exceptions to Changes in the Amount of Your Insurance**

#### Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 31 days from the date of the Life Event, We will also require Evidence of Good Health.

Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance.

Any increased insurance amount will take effect on the date We approve Your written request, provided You are Actively Employed on the date the increase would take effect.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the insurance will begin on the day You return to Active Employment.

#### Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child or acquire a stepchild;
- (c) Your spouse's life insurance under another employer's group plan ends;
- (d) Your spouse's employment is terminated; or
- (e) Your lawful spouse dies.

#### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

#### Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

#### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

#### **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Portability provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Portability will terminate upon reinstatement of insurance under this Policy.

## When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

#### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit
- (c) Portability

For accidental death and dismemberment insurance:

- (a) Layoff or Leave of Absence
- (b) Portability

#### Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the layoff or leave of absence is not due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.
- **Note:** If You have any Injury or Sickness during an involuntary layoff or approved leave of absence, insurance under this provision will not be extended past the last day of the month from the day Your layoff or leave of absence began.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege or the Portability provision;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less); or
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

## Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

# Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

# **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

## Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

## When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy. You will not be eligible to continue insurance under the Portability provision.

## <u>Portability</u>

You may be able to obtain life and Accidental Death and Dismemberment insurance under this provision when insurance ends prior to age 70 due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;
- (b) employment with the Policyholder ends;
- (c) You are not Actively Employed;
- (d) You retire; or
- (e) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:

- (a) You must submit a written request and the first premium within 31 days after insurance ends;
- (b) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on Your last day of Active Employment; or
  - (2) \$500,000; and
- (c) the amount of insurance under this Portability provision may not be increased.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision or Conversion Privilege provision in this Certificate.

## **Premium Rates for Portability**

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

## When Portability Ends

Insurance under this Portability provision will end on the earliest of the day:

- (a) You reach 70 years of age;
- (b) any applicable premium contribution is due and unpaid;
- (c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

## **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

## LIFE INSURANCE BENEFITS

## For You

## **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### Mode of Payment

We will pay benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

#### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

# LIFE INSURANCE BENEFITS

## For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

#### **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

#### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

#### **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

## **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

## Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

## **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provision For You is amended to include the following:

#### **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

## **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

## **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

## TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

## Payment For Loss of Life

#### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay death benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

#### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

#### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

#### Airbag Benefit

#### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

#### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

#### Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

#### Seat Belt Benefits

#### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

#### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

#### Exclusions

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

# **PAYMENT OF CLAIMS**

#### How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

#### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

## When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

## **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

## **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

#### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

#### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

## **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

## **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

## **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

# STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

## **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

## Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

## **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GVTL-AKKC



Publication Date: June 25, 2013

A MUTUAL of OMAHA COMPANY

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



JEA GVTL-AKKC Revised: January 1, 2013 All St. Johns River Power Park (SJRPP) temporary Employees in business unit 007, JEA temporary employees in business unit 008, St. Johns River Power Park (SJRPP) contracted Employees in business unit 006 and JEA contract Employees in business unit 005

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS		
Guarantee Issue Limit	For You: All Amounts	
	Guarantee Issue means the amount of insurance applied for which does not require	
	Evidence of Good Health.	

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1 or 2 times
Life insurance benefit for 1 ou	
	Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher
	multiple of \$1,000.
	Annual Salary means Your gross Annual Salary received from the Policyholder and
	in effect immediately prior to the date of loss, as determined by the Policyholder.
	It includes employee contributions to deferred compensation plans. It does not
	include commissions, bonuses, overtime pay, shift differential, other extra
	compensation, or Policyholder contributions to Deferred Compensation plans
	received from the Policyholder.
	Note: In the event of death, the benefit paid will equal the benefit amount less any
	living benefits previously paid under the Policy.
	Life Insurance Benefits end on the date of Your retirement.
	If You are no longer in the employ of the Policyholder (including retirement), any
	benefits that are being continued under the Portability provision in the Policy will
	end on the date You attain age 70.
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal
	Sum.
	EMPLOYEE ELIGIBILITY
Minimum Work Hours Required	20 or more hours each week
Eligibility Waiting Period	None
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an
	enrollment form acceptable to Us and submitting this form to the Policyholder.
	The Employee will become insured on the later of the day:
	• the Employee becomes eligible; or
	• the Employee's enrollment form, acceptable to Us, is properly completed and
	signed;
	and, if required, We approve Evidence of Good Health provided the Employee is
	Actively Employed on that date.
Changes in the Amount of Your	Decrease in the Amount of Your Insurance
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease
	in the amount of insurance will take effect on the day of the decrease.
	The amount of insurance cannot be decreased to an amount less than any plan
	minimums shown in the Schedule of the Certificate. Any reductions due to age as
	shown in the Schedule in the Certificate will apply.
	Increase in the Amount of Your Insurance
	You cannot request an increase to the amount of Your insurance unless You are
	Actively Employed on the day You submit such request.
	Any increase in the amount of Your insurance will take effect on the later of the day:
	• of the change; or
	• the day We approve Your Evidence of Good Health, if required by Us.

When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	• any applicable premium contribution is due and unpaid; or
	• You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).
	FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.
Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
•	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
-	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	LIFE EXCLUSIONS
	which results from suicide, while sane or insane within two years from the date

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

AD&D BENEFIT SCHEDULE		
The AD&D Benefit is paid if You are injured as a result of an Accident, and that Injury is independent of Sickness and all		
other causes. Benefits are paid as indicated below:		
Loss	Benefit	
• Life	Principal Sum	
• Both Hands		
• Both Feet		
• Entire Sight of Both Eyes		
• One Hand and One Foot		
• One Hand and Entire Sight of		
One Eye		
• One Foot and Entire Sight of		
One Eye		
• Speech and Hearing (both ears)		
• Entire Sight of One Eye	One-half Principal Sum	
• Speech or Hearing (both ears)		
One Hand or One Foot		
• Loss of Thumb and Index	One-fourth Principal Sum	
Finger of Same Hand		
Other Benefits	Benefit	
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.	
Common Carrier Benefits	An amount equal to the Principal Sum.	
	In no event will this benefit exceed \$1,000,000.	
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.	

## AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: June 25, 2013

# YOUR GROUP VOLUNTARY TERM LIFE BENEFITS

# JEA

# All St. Johns River Power Park (SJRPP) temporary Employees in business unit 007, JEA temporary employees in business unit 008, St. Johns River Power Park (SJRPP) contracted Employees in business unit 006 and JEA contract Employees in business unit 005

UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

Revised January 1, 2013

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

## CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GVTL-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GVTL-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

A MUTUAL of OMAHA COMPANY

# GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



JEA GVTL-AKKC Revised: January 1, 2013 All St. Johns River Power Park (SJRPP) temporary Employees in business unit 007, JEA temporary employees in business unit 008, St. Johns River Power Park (SJRPP) contracted Employees in business unit 006 and JEA contract Employees in business unit 005

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS		
Guarantee Issue Limit	For You: All Amounts	
	Guarantee Issue means the amount of insurance applied for which does not require	
	Evidence of Good Health.	

Life Insurance Benefit for You	You can be insured for an amount of life insurance in increments of 1 or 2 times	
Life insurance benefit for 1 ou		
	Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any	
	amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher	
	multiple of \$1,000.	
	Annual Salary means Your gross Annual Salary received from the Policyholder and	
	in effect immediately prior to the date of loss, as determined by the Policyholder.	
	It includes employee contributions to deferred compensation plans. It does not	
	include commissions, bonuses, overtime pay, shift differential, other extra	
	compensation, or Policyholder contributions to Deferred Compensation plans	
	received from the Policyholder.	
	Note: In the event of death, the benefit paid will equal the benefit amount less any	
	living benefits previously paid under the Policy.	
	Life Insurance Benefits end on the date of Your retirement.	
	If You are no longer in the employ of the Policyholder (including retirement), any	
	benefits that are being continued under the Portability provision in the Policy will	
	end on the date You attain age 70.	
Accidental Death and	A Principal Sum equal to the amount of Your Life Insurance Benefit.	
Dismemberment	If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such	
Benefit for You	reduction will not apply to this Accidental Death and Dismemberment Principal	
	Sum.	
EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required	20 or more hours each week	
Eligibility Waiting Period	None	
When Employee Insurance Begins	The Employee must request insurance by properly completing and signing an	
	enrollment form acceptable to Us and submitting this form to the Policyholder.	
	The Employee will become insured on the later of the day:	
	• the Employee becomes eligible; or	
	• the Employee's enrollment form, acceptable to Us, is properly completed and	
	signed;	
	and, if required, We approve Evidence of Good Health provided the Employee is	
	Actively Employed on that date.	
Changes in the Amount of Your	Decrease in the Amount of Your Insurance	
Insurance	Regardless of whether or not You are Actively Employed at the time, any decrease	
	in the amount of insurance will take effect on the day of the decrease.	
	The amount of insurance cannot be decreased to an amount less than any plan	
	minimums shown in the Schedule of the Certificate. Any reductions due to age as	
	shown in the Schedule in the Certificate will apply.	
	Increase in the Amount of Your Insurance	
	You cannot request an increase to the amount of Your insurance unless You are	
	Actively Employed on the day You submit such request.	
	Any increase in the amount of Your insurance will take effect on the later of the day:	
	• of the change; or	
	• the day We approve Your Evidence of Good Health, if required by Us.	

When Employee Insurance Ends	Insurance will end the last day of the month in which:
	• the Policy terminates;
	• You are no longer Actively Employed;
	• You do not satisfy any other eligibility conditions described in the Certificate;
	• any applicable premium contribution is due and unpaid; or
	• You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).
	FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a
8 <b>1</b>	Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.
Layoff or Leave of Absence	You may be able to continue Life and Accidental Death and Dismemberment
	insurance until the last day of the month You are no longer Actively Employed in the
	event of an involuntary layoff or personal leave of absence approved by the
	Policyholder.
	If a state law requires an employer to allow a leave of absence related to pregnancy,
	childbirth, or adoption, We will continue insurance during that leave period subject
	to the terms and conditions of the Policy. Contact Your employer to determine
	whether or not You are eligible for this type of leave.
Waiver of Premium Benefit	You may be able to continue Life insurance until age 70, without payment of
	premium, if You become Totally Disabled while insured under the Policy prior to
	age 65.
Portability	You may be able to obtain Life and Accidental Death and Dismemberment insurance
-	under the Portability provision when insurance ends prior to age 70 due to any of the
	following reasons:
	• the Policy terminates and the Policyholder does not obtain similar group insurance
	from Us within 31 days;
	• employment with the Policyholder ends;
	• You are not Actively Employed;
	• You retire; or
	• You do not satisfy any other eligibility condition described in the Certificate.
	Insurance under the Portability provision is available without providing Evidence of
	Good Health, subject to conditions described in Your Certificate.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	LIFE EXCLUSIONS
	which results from suicide, while sane or insane within two years from the date

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

AD&D BENEFIT SCHEDULE			
The AD&D Benefit is paid if You are injured as a result of an Accident, and that Injury is independent of Sickness and all			
other causes. Benefits are paid as indicated below:			
Loss	Benefit		
• Life	Principal Sum		
• Both Hands			
• Both Feet			
• Entire Sight of Both Eyes			
• One Hand and One Foot			
• One Hand and Entire Sight of			
One Eye			
• One Foot and Entire Sight of			
One Eye			
• Speech and Hearing (both ears)			
• Entire Sight of One Eye	One-half Principal Sum		
• Speech or Hearing (both ears)			
One Hand or One Foot			
• Loss of Thumb and Index	One-fourth Principal Sum		
Finger of Same Hand			
Other Benefits	Benefit		
Airbag Benefit	For You: 10% of the Principal Sum, up to \$50,000.		
Common Carrier Benefits	An amount equal to the Principal Sum.		
	In no event will this benefit exceed \$1,000,000.		
Seat Belt Benefits	10% of the Principal Sum, up to \$50,000.		

## AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if the Insured Person is in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries the Insured Person receives in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while the Insured Person is riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries the Insured Person receives while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by the Insured Person, and is a result of Injuries the Insured Person receives, while Intoxicated.

Publication Date: June 25, 2013

### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

# **Table of Contents**

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## **CERTIFICATE OF INSURANCE**

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-AKKC (policy) has been issued to JEA (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

This Certificate replaces any certificate previously issued under the Policy.

## THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

## **SCHEDULE**

The amount of insurance for You will be in accord with Your classification in this Schedule.

#### **Classification(s)**

All St. Johns River Power Park (SJRPP) temporary Employees in business unit 007, JEA temporary employees in business unit 008, St. Johns River Power Park (SJRPP) contracted Employees in business unit 006 and JEA contract Employees in business unit 005

#### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

## Life Insurance Benefits For You

You can be insured for an amount of life insurance in increments of 1 or 2 times Your Annual Salary, but in no event less than \$0 or more than \$250,000. Any amount of Life Insurance not a multiple of \$1,000 will be changed to the next higher multiple of \$1,000.

Facility of Payment Amount.....\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits end on the date of Your retirement.

If You are no longer in the employ of the Policyholder (including retirement); any benefits that are being continued under the **Portability** provision will end on the date You attain age 70.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this Policy.

### **Living Benefits Option**

 **NOTE:** The amount for which You are insured is shown on the **Certificate Validation Form**.

## HEALTH INSURANCE For You

### **Accidental Death and Dismemberment Benefits**

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

## **EMPLOYEE ELIGIBILITY**

### Life Insurance and Accidental Death and Dismemberment Benefits

### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

### Actively Employed or Active Employment means:

- (a) Actively Working on a regular and continuous basis for the Policyholder 20 or more hours each week; and
- (b) receiving compensation from the Policyholder for work performed for the Policyholder.

NOTE: Employees who are Totally Disabled will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of the Employee's regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will not be considered actively working if confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the care or supervision of a Physician;

on the day insurance is to begin.

An Employee will be considered actively working on any day that is a:

- (a) regular paid holiday or day of vacation;
- (b) regular or scheduled non-working day; or
- (c) day on which the Employee is on a qualified family or medical leave of absence as defined by the Family and Medical Leave Act of 1993, unless the leave is due to the Employee's own serious health condition;

provided the Employee was actively working on the last preceding regular work day.

An Employee who is confined:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or

(c) at home and under the care or supervision of a Physician due to an Injury or Sickness; on the date insurance is to begin will not be considered actively working.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Eligibility Waiting Period** means a continuous period of Active Employment that the Employee must satisfy before becoming eligible for insurance as described in the When An Employee Becomes Eligible For Coverage provision of this Certificate.

**Employee** means a citizen or permanent resident of the United States, or a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations, who is Actively Employed:

- (a) in the United States; or
- (b) outside the United States for a period of 12 consecutive months or less.

An employee does not include a person:

- (a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from an officer in Our Home Office;
- (b) unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations;
- (c) working on a seasonal or temporary basis; or
- (d) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

**Evidence of Good Health** means proof, acceptable to Us, of the Employee's good health. Unless otherwise stated in the Policy, such evidence is required when an Employee:

- (a) applies for insurance more than 31 days after the date the Employee completes the Eligibility Waiting Period;
- (b) applies for insurance in excess of the Guarantee Issue Limit;
- (c) was eligible for insurance under a Prior Plan but did not elect such insurance; or
- (d) was insured under a Prior Plan but the Employee applied for insurance under this Policy in excess of the amount of insurance under the Prior Plan.

**Guarantee Issue Limit** means the maximum amount of insurance We may issue to an Employee without requiring Evidence of Good Health. The guarantee issue limit is shown in the Schedule in this Certificate.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Policy means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life and accidental death and dismemberment insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

## When an Employee Becomes Eligible for Coverage

An Employee becomes eligible for insurance under the Policy on the day the Employee begins Active Employment.

## **Continuity of Coverage**

If this Policy replaces a Prior Plan that contained a provision allowing for continuation of coverage due to Total Disability without payment of premium (the "Prior Plan's Continuation Provision"), this Policy will provide life and Accidental Death and Dismemberment coverage, subject to all of the conditions below, for an Employee who:

- (a) was insured under the Prior Plan on the last day it was in effect;
- (b) is otherwise eligible under this Policy, but is not Actively Employed on this Policy's effective date due to Injury or Sickness;
- (c) was eligible for continuation of coverage under the Prior Plan's Continuation Provision, but has been denied continuation of coverage under the Prior Plan's Continuation Provision after exhausting all reasonable attempts to apply for such continued coverage;
- (d) is not a retired Employee, unless this Policy provides coverage for retired Employees; and
- (e) is not Totally Disabled on this Policy's effective date.

This Continuity of Coverage provision is subject to the following additional conditions:

- (a) coverage under this Policy will not exceed the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (b) the Policyholder must notify Us in writing prior to the effective date of this Policy of the Employee's amount of coverage under the Prior Plan on the last day it was in effect;
- (c) coverage is subject to uninterrupted payment of premium to Us; and
- (d) coverage is subject to any reductions shown in the Schedule of this Certificate and all other terms and conditions of this Policy.

We reserve the right to request any information We need from the Policyholder to determine whether an Employee has satisfied the conditions necessary to be eligible for coverage under this Continuity of Coverage provision. If We do not receive such information or determine that the conditions necessary to be eligible for coverage under this Continuity of Coverage provision have not been satisfied, coverage will not be provided under this provision.

Employees who are not eligible for coverage under this Continuity of Coverage provision may be eligible to apply for conversion coverage under the Prior Plan and should contact the Policyholder for additional information.

Coverage under this Continuity of Coverage provision ends on the earliest of:

- (a) the date the Employee begins Active Employment for the Policyholder or full-time employment with any other employer;
- (b) the last day the Employee would have been covered under the Prior Plan, had the Prior Plan not terminated;
- (c) the date the Employee's insurance under this Policy terminates for any reason shown under the When Employee Insurance Ends provision; or
- (d) the last day of the Policy month following a period of 12 consecutive months after the effective date of this Policy.

If an Employee is eligible for coverage under this Continuity of Coverage provision, the Employee will not be eligible for coverage under the Waiver of Premium Benefit provision shown in this Certificate.

### When Employee Insurance Begins

When the Employee and the Policyholder share in the cost of the Employee's insurance or, when the Employee pays 100% of the cost of Employee insurance, the Employee must request insurance by properly completing and signing an enrollment form acceptable to Us and submitting this form to the Policyholder (who will then submit the form to Us) within 31 days following the day the Employee becomes eligible for the Policy.

The Employee will become insured on the later of the day:

- (a) the Employee becomes eligible; or
- (b) the Employee's enrollment form, acceptable to Us, is properly completed and signed;

and, if required, We approve Evidence of Good Health provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the date the Employee returns to Active Employment.

If an Employee was eligible for group life insurance under a Prior Plan immediately prior to the effective date of this Policy, but did not elect insurance under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with Evidence of Good Health. Insurance will begin on the day We determine such evidence is acceptable, provided the Employee is Actively Employed on that date. If the Employee is not Actively Employed on that date, insurance will begin on the day the Employee returns to Active Employment.

#### <u>Changes in the Amount of Your Insurance</u> Decrease in the Amount of Your Insurance

Regardless of whether or not You are Actively Employed at the time, any decrease in the amount of insurance will take effect on the day of the decrease.

The amount of insurance cannot be decreased to an amount less than any plan minimums shown in the Schedule of this Certificate. Any reductions due to age as shown in the Schedule in this Certificate will apply.

### **Increase in the Amount of Your Insurance**

You cannot request an increase to the amount of Your insurance unless You are Actively Employed on the day You submit such request. We will use the Policyholder's payroll records and the premium We have received to determine the appropriate insurance amount.

Any increase in the amount of Your insurance will take effect on the later of the day:

- (a) of the change; or
- (b) the day We approve Your Evidence of Good Health, if required by Us.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the increase will become effective the day You return to Active Employment.

### **Exceptions to Changes in the Amount of Your Insurance**

### Life Event

Within 31 days of a Life Event, You must submit a written request to Us to change Your amount of insurance. If Your request is submitted more than 31 days from the date of the Life Event, We will also require Evidence of Good Health.

Insurance may be issued up to the Guarantee Issue Limit without Evidence of Good Health. For any amount over the Guarantee Issue Limit, Evidence of Good Health is required. We will use the Policyholder's payroll records and premium We have received to determine the appropriate amount of insurance.

Any increased insurance amount will take effect on the date We approve Your written request, provided You are Actively Employed on the date the increase would take effect.

If You are not Actively Employed on the day the increase in insurance would otherwise take effect, the insurance will begin on the day You return to Active Employment.

### Life Event means:

- (a) You become lawfully married or divorced;
- (b) You have a natural-born child, adopt a child or acquire a stepchild;
- (c) Your spouse's life insurance under another employer's group plan ends;
- (d) Your spouse's employment is terminated; or
- (e) Your lawful spouse dies.

#### **Reinstatement of Employee Insurance**

An Employee may be eligible to reinstate insurance that has ended. A written request for reinstatement must be submitted to Us. The reinstated insurance will take effect on the date We approve the Employee's written request, provided the Employee is Actively Employed on the date the insurance would take effect.

The following reinstatement options are available and are each subject to the conditions described in the following paragraphs:

- (a) Non-Payment of Premium;
- (b) Involuntary Reduction in Hours; and
- (c) Rehired Employee.

### Non-payment of Premium

If insurance ended due to non-payment of premiums, We will require Evidence of Good Health, acceptable to Us, to reinstate Your insurance.

### **Involuntary Reduction in Hours**

If insurance ended because the Employee is no longer Actively Employed due to an involuntary reduction of hours worked, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Employment and there was no break in employment with the Policyholder after the date insurance ended.

We will require Evidence of Good Health if the amount of insurance being requested exceeds the amount of coverage in effect on the Employee's last day of Active Employment.

### **Rehired Employee**

If insurance ended because the Employee is no longer Actively Employed due to termination of employment with the Policyholder, the Employee's insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and becomes Actively Employed within 90 days from the date employment ended.

We will require Evidence of Good Health acceptable to Us if the amount of insurance being requested exceeds the amount of insurance in effect on the Employee's last day of Active Employment.

If employment terminated due to a military leave, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment upon return to Active Employment immediately after discharge from active duty, provided the Employee meets the eligibility requirements of the Policy.

If insurance has been elected and continued under the Portability provision while an Employee was not Actively Employed, the Employee is eligible to reinstate insurance up to the amount in effect on the last day of Active Employment. Any coverage provided under Portability will terminate upon reinstatement of insurance under this Policy.

## When Employee Insurance Ends

Insurance will end the last day of the month in which:

- (a) the Policy terminates;
- (b) You are no longer Actively Employed;
- (c) You do not satisfy any other eligibility conditions described in this Certificate;
- (d) any applicable premium contribution is due and unpaid; or
- (e) You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

### **Exceptions to When Employee Insurance Ends**

If You are no longer Actively Employed, You may be eligible to continue insurance under one of the following continuation options. The conditions for each continuation option are described within each provision.

For life insurance:

- (a) Layoff or Leave of Absence
- (b) Waiver of Premium Benefit
- (c) Portability

For accidental death and dismemberment insurance:

- (a) Layoff or Leave of Absence
- (b) Portability

### Layoff or Leave of Absence

You may be able to continue life and accidental death and dismemberment insurance under this provision until the last day of the month You are no longer Actively Employed in the event of an involuntary layoff or personal leave of absence approved by the Policyholder.

Under this provision, insurance will continue subject to the following conditions:

- (a) We must continue to receive uninterrupted premium payment;
- (b) the layoff or leave of absence is not due to Injury or Sickness;
- (c) We must receive written notification from the Policyholder within 31 days from the date You are no longer Actively Employed; and
- (d) the amount of insurance will not be increased while You are laid off or on approved leave of absence.
- **Note:** If You have any Injury or Sickness during an involuntary layoff or approved leave of absence, insurance under this provision will not be extended past the last day of the month from the day Your layoff or leave of absence began.

Insurance under this provision will end on the first day of the month which coincides with or follows the earliest of the day:

- (a) the Policy terminates;
- (b) any applicable premium contribution is due and unpaid;
- (c) You elect to obtain insurance under the Conversion Privilege or the Portability provision;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less); or
- (e) You return to Active Employment or begin employment with an employer other than the Policyholder.

If state law requires an employer to allow a leave of absence related to pregnancy, childbirth, or adoption, We will continue insurance during that leave period subject to the terms and conditions of this Policy. Contact Your employer to determine whether or not You are eligible for this type of leave.

## Waiver of Premium Benefit

You may be able to continue life insurance under this provision without payment of premium if You become Totally Disabled while insured under the Policy prior to age 65. If You are over age 65 You may apply for an individual life insurance conversion policy according to the terms of the Conversion Privilege described in this Certificate.

Continuation of insurance under this Waiver of Premium Benefit provision is subject to the following conditions:

- (a) the amount of insurance will not be increased while You are Totally Disabled;
- (b) the amount of insurance will be reduced or terminated in accordance with the terms shown in the Schedule in this Certificate;
- (c) the Waiver of Premium Benefit Elimination Period must be satisfied; and
- (d) Proof of Total Disability must be provided to Us as described in the following paragraphs.

If You are eligible to continue insurance under this Waiver of Premium Benefit provision You will not be eligible for Portability.

## Waiver of Premium Benefit Elimination Period

The Waiver of Premium Benefit Elimination Period is a period of 3 consecutive months of Total Disability beginning on the date You became Totally Disabled while insured under the Policy. Your insurance will continue during this time without premium payment as long as You remain Totally Disabled.

## **Proof of Total Disability**

You must notify Us in writing of Total Disability within 3 months from the date You became Totally Disabled. Satisfactory proof of Total Disability must be submitted to Us before the end of the Waiver of Premium Benefit Elimination Period. We will notify You in writing if this proof is not acceptable. You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

If You are approved for continuation of coverage under this Waiver of Premium provision, We will periodically require proof of continuing Total Disability. This will be at Your expense. If at any time We determine You are no longer Totally Disabled We will notify You in writing and You will have 31 days from the date of Our denial in which to exercise the Conversion Privilege described in this Certificate.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of Total Disability and once a year thereafter.

## Death While Satisfying the Waiver of Premium Benefit Elimination Period

If You die during the Waiver of Premium Benefit Elimination Period, benefits will be paid to Your beneficiary if We receive satisfactory proof of Total Disability and We determine that You were Totally Disabled on the day before the date of death.

## When the Waiver of Premium Benefit Ends

Your continued insurance under the Waiver of Premium Benefit provision will end on the earliest of:

- (a) the day You are no longer Totally Disabled;
- (b) 90 days after a proof of Total Disability form is sent to You, but has not been returned to Us;
- (c) the day You fail to be examined by a Physician of Our choice or do not cooperate with an exam in accordance with the Proof of Total Disability provision; or
- (d) the day You reach age 70.

You will have 31 days from the date insurance under the Waiver of Premium Benefit provision ends in which to exercise the Conversion Privilege described in the Policy. You will not be eligible to continue insurance under the Portability provision.

## <u>Portability</u>

You may be able to obtain life and Accidental Death and Dismemberment insurance under this provision when insurance ends prior to age 70 due to any of the following reasons:

- (a) the Policy terminates and the Policyholder does not obtain similar group insurance from Us within 31 days;
- (b) employment with the Policyholder ends;
- (c) You are not Actively Employed;
- (d) You retire; or
- (e) You do not satisfy any other eligibility condition described in this Certificate.

Insurance under this Portability provision is available without providing Evidence of Good Health, subject to the following conditions:

- (a) You must submit a written request and the first premium within 31 days after insurance ends;
- (b) the amount of insurance may not exceed the lesser of:
  - (1) the amount in effect on Your last day of Active Employment; or
  - (2) \$500,000; and
- (c) the amount of insurance under this Portability provision may not be increased.

If You are eligible and elect insurance under this Portability provision, You will not be eligible to continue insurance under the Waiver of Premium Benefit provision or Conversion Privilege provision in this Certificate.

## **Premium Rates for Portability**

Premium rates will change as You enter a higher age category. Other than for this reason, rates will not be changed on an individual basis. Premium rates may be changed for all persons who have elected Portability coverage from Us. In the event of a change in premium rates, We will provide written notification 31 days prior to the date of the change.

For assistance in determining the amount of premium due contact the Policyholder.

## When Portability Ends

Insurance under this Portability provision will end on the earliest of the day:

- (a) You reach 70 years of age;
- (b) any applicable premium contribution is due and unpaid;
- (c) You return to Active Employment for the Policyholder and Your insurance under the Policyholder's group plan is reinstated;
- (d) before You enter the Armed Forces, National Guard or Reserves of any state or country on active duty (except for temporary active duty of two weeks or less).

## **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the When Employee Insurance Ends provision in Your Certificate.

## LIFE INSURANCE BENEFITS

## For You

## **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

### Mode of Payment

We will pay benefits in a lump sum.

### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

## LIFE INSURANCE BENEFITS

## For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

### **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

### **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

## **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

## Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

## **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provision For You is amended to include the following:

### **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

## For You

## **Definitions**

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

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

**Controlled Drug** means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

**Intoxicated** means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

**Loss of a Hand or Foot** means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger** means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Seat Belt** means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

**Traveling on Business of the Policyholder** means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

- (a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and
- (b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

## **Benefits**

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

## TABLE

Loss	<u>Benefit</u>
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum

The Principal Sum is shown on the SCHEDULE.

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

## Payment For Loss of Life

### Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

### **Mode of Payment**

We will pay death benefits in a lump sum.

### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

### Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

### **Exposure and Disappearance**

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

- (a) You disappear;
- (b) Your body is not found; and
- (c) a valid death certificate is issued by a court of appropriate jurisdiction.

### Airbag Benefit

### Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

### Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of \$50,000. This benefit is paid in addition to the Principal Sum.

### Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

- (a) You are not seated directly behind an Airbag;
- (b) the Automobile is being used for racing, stunting, or exhibition work; or
- (c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

## **Common Carrier Benefits**

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed \$1,000,000.

### Seat Belt Benefits

### Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to \$50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

### Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

- (a) the Automobile is being used for racing, stunting, or exhibition work; or
- (b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

### Exclusions

We will not pay for any loss which:

- (a) results, whether the Insured Person is sane or insane, from:
  - (1) An intentionally self-inflicted Injury or Sickness; or
  - (2) Suicide or attempted suicide;
- (b) results from the Insured Person's participation in a riot or in the commission of a felony;
- (c) results from an act of declared or undeclared war or armed aggression;
- (d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- (e) is not permanent, unless specifically provided;
- (f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

- (g) does not result from an Accident;
- (h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- (i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.
- (j) results in Injuries You receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying;
- (k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- (1) is caused by You, and is a result of Injuries You receive, while Intoxicated.

## **PAYMENT OF CLAIMS**

### How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

## When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

## **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

## **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

## **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

## **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

#### **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

#### APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

#### STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

#### **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

#### Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

#### **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GVTL-AKKC



Publication Date: June 25, 2013

## GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



JEA GVTL-AKKC Revised: January 1, 2013 All Eligible St. Johns River Power Park Employees who Retiree in business unit 069 (SJRPP) and All JEA Employees who Retire under the city of Jacksonville Pension Plan

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS		
Guarantee Issue Limit	For You: All Amounts	
	Guarantee Issue means the amount of insurance applied for which does not require	
	Evidence of Good Health.	
Life Insurance Benefit for You	You can be insured for amounts of life insurance from \$5,000 to \$15,000 in \$5,000	
	increments. In no event shall Life Insurance Benefits exceed 1 times Your Annual	
	Salary immediately preceding retirement.	
	Annual Salary means Your gross Annual Salary received from the Policyholder and	
	in effect immediately prior to Your retirement, as determined by the Policyholder. It	
	includes employee contributions to deferred compensation plans. It does not include	
	commissions, bonuses, overtime pay, Policyholder contributions to deferred	
	compensation plans, shift differential or other extra compensation received from the	
	Policyholder.	
	Note: In the event of death, the benefit paid will equal the benefit amount less any	
	living benefits previously paid under the Policy.	

	RETIREE ELIGIBILITY
Definition of Retiree	Retiree means a former employee of the Policyholder who is a citizen or permanent resident of the United States and:
	• who participates in an Employer-sponsored pension plan; or
	• who receives a pension as a result of being Actively Employed with the Policyholder.
When a Retiree Becomes Eligible	A Retiree becomes eligible for insurance under the Policy on the day of retirement.
When Retiree Insurance Begins	If We receive a Retiree's request for insurance on or before the 31st day following the day the Retiree becomes eligible, the Retiree will become insured on the day the Retiree becomes eligible.
	If We receive a Retiree's request for insurance after the 31st day following the day the Retiree becomes eligible, the Retiree will not e insured under the Policy.
When Retiree Insurance Ends	Retiree insurance will end on the earliest of the last day of the Policy month in which
	the:
	• Policy terminates;
	• premium contribution for Retiree insurance is due and unpaid; or
	• Retiree returns to active service for the Policyholder.
	Insurance under the Certificate cannot be reinstated once Retiree insurance ends.
	FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	LIFE EXCLUSIONS
We will not pay benefits for a death winsurance begins. Instead We will pay	which results from suicide, while sane or insane within two years from the date y the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

Publication Date: June 25, 2013

# YOUR GROUP VOLUNTARY TERM LIFE BENEFITS

### JEA

### All Eligible St. Johns River Power Park Employees who Retiree in business unit 069 (SJRPP) and All JEA Employees who Retire under the city of Jacksonville Pension Plan

#### UNDERWRITTEN BY: UNITED OF OMAHA LIFE INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA, NEBRASKA 68175

Revised January 1, 2013

#### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

#### JEA

21 W Church Street Jacksonville, FL 32202

#### CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, Nebraska 68175 Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GVTL-AKKC.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of JEA, 21 W Church Street, Jacksonville, FL, 32202 under GVTL-AKKC. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

## GROUP VOLUNTARY TERM LIFE INSURANCE Summary of Coverage



JEA GVTL-AKKC Revised: January 1, 2013 All Eligible St. Johns River Power Park Employees who Retiree in business unit 069 (SJRPP) and All JEA Employees who Retire under the city of Jacksonville Pension Plan

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS		
Guarantee Issue Limit	For You: All Amounts	
	Guarantee Issue means the amount of insurance applied for which does not require	
	Evidence of Good Health.	
Life Insurance Benefit for You	You can be insured for amounts of life insurance from \$5,000 to \$15,000 in \$5,000	
	increments. In no event shall Life Insurance Benefits exceed 1 times Your Annual	
	Salary immediately preceding retirement.	
	Annual Salary means Your gross Annual Salary received from the Policyholder and	
	in effect immediately prior to Your retirement, as determined by the Policyholder. It	
	includes employee contributions to deferred compensation plans. It does not include	
	commissions, bonuses, overtime pay, Policyholder contributions to deferred	
	compensation plans, shift differential or other extra compensation received from the	
	Policyholder.	
	Note: In the event of death, the benefit paid will equal the benefit amount less any	
	living benefits previously paid under the Policy.	

	RETIREE ELIGIBILITY
Definition of Retiree	Retiree means a former employee of the Policyholder who is a citizen or permanent resident of the United States and:
	• who participates in an Employer-sponsored pension plan; or
	• who receives a pension as a result of being Actively Employed with the Policyholder.
When a Retiree Becomes Eligible	A Retiree becomes eligible for insurance under the Policy on the day of retirement.
When Retiree Insurance Begins	If We receive a Retiree's request for insurance on or before the 31st day following the day the Retiree becomes eligible, the Retiree will become insured on the day the Retiree becomes eligible.
	If We receive a Retiree's request for insurance after the 31st day following the day the Retiree becomes eligible, the Retiree will not e insured under the Policy.
When Retiree Insurance Ends	Retiree insurance will end on the earliest of the last day of the Policy month in which
	the:
	• Policy terminates;
	• premium contribution for Retiree insurance is due and unpaid; or
	• Retiree returns to active service for the Policyholder.
	Insurance under the Certificate cannot be reinstated once Retiree insurance ends.
	FEATURES
Living Benefits Option For You	75% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed \$250,000. Terminal Condition means an
	Injury or Sickness expected to result in Your death within 12 months and from
	which there is no reasonable prospect of recovery as determined by Us.
Conversion	If any of Your Life insurance ends because Your employment or membership in a
	class ends, You may apply for an individual policy of life insurance (called a
	conversion policy) without giving information about Your health. Issuance of a
	conversion policy is subject to conditions described in Your Certificate.
	LIFE EXCLUSIONS
We will not pay benefits for a death winsurance begins. Instead We will pay	which results from suicide, while sane or insane within two years from the date y the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead We will pay the total of the premiums paid on the increase.

Publication Date: June 25, 2013

#### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company Mutual of Omaha Plaza Omaha, NE 68175 Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

## **Table of Contents**

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#### **CERTIFICATE OF INSURANCE**

#### UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-AKKC (policy) has been issued to JEA (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

This Certificate replaces any certificate previously issued under the Policy.

# THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

#### **SCHEDULE**

The amount of insurance for You will be in accord with Your classification in this Schedule.

#### **Classification(s)**

All Eligible St. Johns River Power Park Employees who Retiree in business unit 069 (SJRPP) and All JEA Employees who Retire under the city of Jacksonville Pension Plan

#### **Guarantee Issue Limit:**

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require Evidence of Good Health.

#### Life Insurance Benefits For You

You can be insured for amounts of life insurance from \$5,000 to \$15,000 in \$5,000 increments. In no event shall Life Insurance Benefits exceed 1 times Your Annual Salary immediately preceding retirement.

Facility of Payment Amount.....\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**Annual Salary** means Your gross Annual Salary received from the Policyholder and in effect immediately prior to Your retirement, as determined by the Policyholder. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, Policyholder contributions to deferred compensation plans, shift differential or other extra compensation received from the Policyholder.

**NOTE:** The Amount of Life Insurance, outlined above, will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death; the life insurance benefit will equal the original Amount of Life Insurance reduced by any Amount of Living Benefits paid under this Policy.

#### **Living Benefits Option**

75% of the amount of life insurance in force on Your life, but not to exceed \$250,000.

**NOTE:** The amount for which You are insured is shown on the **Certificate Validation Form**.

#### **RETIREE ELIGIBILITY**

#### Life Insurance Benefits

#### **Definitions**

Terms defined in this provision may be used in, or apply to, other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Certificate means this Certificate of Insurance form and all Riders to this certificate.

**Policy** means the policy issued to the Policyholder by Us, including this Certificate.

**Prior Plan** means any plan of group life insurance that has been replaced by insurance under part or all of this Policy. The prior plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

**Retiree** means a former employee of the Policyholder who is a citizen or permanent resident of the United States and:

- (a) who participates in an Employer-sponsored pension plan; or
- (b) who receives a pension as a result of being Actively Employed with the Policyholder.

**Rider** means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of the Policy.

#### When a Retiree Becomes Eligible

A Retiree becomes eligible for insurance under this Policy on the day of retirement.

#### When Retiree Insurance Begins

An eligible Retiree must request insurance by:

- (a) properly completing and signing a form acceptable to Us; and
- (b) submitting the form to the Policyholder.

If We receive a Retiree's request for insurance on or before the  $31^{st}$  day following the day the Retiree becomes eligible, the Retiree will become insured on the day the Retiree becomes eligible.

If We receive a Retiree's request for insurance after the 31<sup>st</sup> day following the day the Retiree becomes eligible, the Retiree will not be insured under this Policy.

#### When Retiree Insurance Ends

Retiree insurance will end on the earliest of the last day of the Policy month in which the:

- (a) Policy terminates;
- (b) premium contribution for Retiree insurance is due and unpaid; or
- (c) Retiree returns to active service for the Policyholder.

Insurance under this Certificate cannot be reinstated once Retiree insurance ends.

#### LIFE INSURANCE BENEFITS

#### For You

#### **Benefits**

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

- (a) to Your surviving spouse; if none, then
- (b) to Your surviving natural and/or adopted children; if none, then
- (c) to Your surviving parent(s); if none, then
- (d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### Mode of Payment

We will pay benefits in a lump sum.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

#### **Conversion Privilege**

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

- (c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
  - (1) Your class of risk; and
  - (2) Your age on the date the policy takes effect.
- (d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000; or
- (b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

- (a) You terminate the conversion policy; or
- (b) You submit, at Your own expense, evidence of good health acceptable to Us.

#### LIFE INSURANCE BENEFITS

#### For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

#### **Definition**

Terminal Condition means an Injury or Sickness:

- (a) expected to result in Your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by Us.

#### **Benefits**

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

- 1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
- 2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
- 3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
- 4. An Insured Person may receive Living Benefits only once.
- 5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

#### **Exceptions**

This Living Benefits provision will not apply:

- (a) when You have irrevocably assigned group life insurance under this Policy;
- (b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;
- (d) if Your life insurance benefits end;
- (e) if the required premium is due and unpaid; or
- (f) if the Master Policy terminates.
- **NOTE:** Benefits 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 this benefit.

#### **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

#### Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Theory

Chairman of the Board and Chief Executive Officer

#### **AMENDMENT RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective the later of January 1, 2012, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provision For You is amended to include the following:

#### **Exception**

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

#### **PAYMENT OF CLAIMS**

#### How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

#### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

- 2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
- 3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

#### When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

#### **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$1,000, We may pay up to \$1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

#### **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

#### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

#### LIFE CLAIM REVIEW PROCEDURES

#### **DEFINITIONS**

An "Adverse Benefit Determination" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "Relevant" to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

#### **INITIAL CLAIM DECISION**

<u>Initial Claim Decision</u>. We will make a claim decision regarding a life claim within 90 days after Our receipt of the claim.

<u>Extensions</u>. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

<u>Time Periods</u>. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

#### **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures.

#### APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

#### APPEAL DECISION

<u>Notice of Appeal Decision</u>. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

<u>Notice of Extension</u>. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

<u>Time Periods</u>. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

#### STANDARD PROVISIONS

#### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

#### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require Your or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

#### **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

#### Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

#### **DEFINITIONS**

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

**Injury** means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

**Total Disability, Totally Disabled or Disabled** means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GVTL-AKKC



Publication Date: June 25, 2013

# United of Omaha Life Insurance Company

Home Office: Mutual of Omaha Plaza, Omaha, Nebraska 68175

#### A Stock Company

(herein called the Company)

has issued this Policy to JEA

(herein called Policyholder)

This Policy is issued in consideration of:

- (a) the terms, conditions and limitations of this Policy; and
- (b) the application for this Policy, a copy of which is attached.

This Policy is effective January 1, 2012, at 12:01 a.m., Standard Time, at the main office of the Policyholder.

The Company agrees to pay the Insured Persons the benefits to which they are entitled, subject to the terms, conditions and limitations of this Policy.

The Certificate of Insurance, Form 7000CI-U-EZ No. 5, is made a part of this Policy.

This Policy is issued in and is subject to Florida law.

UNITED OF OMAHA LIFE INSURANCE COMPANY

tomes T. Blackledge

Chief Executive Officer

Richard C. ander

**Corporate Secretary** 

#### **GROUP POLICY NO. GVTL-AKKC**

Китиас#Отана

(herein called Policy) (As Revised December 1, 2015)

#### **GENERAL PROVISIONS**

Capitalized terms not defined in these GENERAL PROVISIONS are defined in the Certificate or any other document made a part of this Policy.

#### 1. CHANGE IN PREMIUM RATES

The Company has issued this Policy based upon current information regarding:

- (a) the industry of the Policyholder and the age, gender, occupation, earnings, location, and size of the Policyholder's employee population; and
- (b) laws, regulations and judicial and administrative orders and decisions affecting benefits and the cost of administration.

Accordingly, the Company reserves the right to change premium rates on or after the date there is a change in any of the factors described in (a) or (b) above resulting from or relating to:

- (1) an increase in premium tax, guarantee or uninsured fund assessment, or other governmental charge based upon or related to premium;
- (2) a merger or consolidation, or an acquisition or divestiture (through stock, assets or exchange) of all or part of a business enterprise affecting the Policyholder's employee population; or
- (3) the enactment, issuance, amendment, or enforcement of any law, regulation, judicial or administrative order or decision.

In addition to the right to change premium rates in accordance with the preceding paragraphs, the Company may change premium rates:

- (a) any time after the most recent Rate Guarantee Date shown in this Policy, provided the Company has given at least 90 days advance written notice of the premium rate increase;
- (b) on or after the date there is a change in benefits or eligibility for benefits under the Policy; or
- (c) on or after the date there is an increase or a decrease of 10% or more in the number of employees insured under the Policy.

The Company must give at least 60 days advance notice of any premium rate increase.

#### 2. PAYMENT OF PREMIUMS

The first premium Due Date is the effective date of this Policy for the Period of Coverage beginning on that date and ending on the last day of the same month. Premiums for each subsequent Period of Coverage are due by the corresponding Due Date:

Period of Coverage	Due Date
January 1 through January 31	January 1
February 1 through February 28 or 29	February 1
March 1 through March 31	March 1
April 1 through April 30	April 1
May 1 through May 31	May 1
June 1 through June 30	June 1
July 1 through July 31	July 1

August 1 through August 31 September 1 through September 30 October 1 through October 31 November 1 through November 30 December 1 through December 31 August 1 September 1 October 1 November 1 December 1

The premium payable for each Period of Coverage is the sum of the individual premiums for each Insured Person, including any dependents' premiums. Individual premiums are based on an Insured Person's classification when a Period of Coverage begins.

Payment should be made to the Company:

- (a) at a lockbox designated by the Company;
- (b) at its Home Office; or
- (c) at another location authorized in writing by an officer of the Company.

Premium shall be considered to be paid on the date the premium is received at the location described in (a), (b) or (c) in the preceding paragraph.

If this Policy terminates for any reason:

- (a) the Policyholder is liable for all premiums to the date of termination, including premiums for any grace period or part of any grace period; and
- (b) all unpaid premiums are due no later than the date of termination.

#### 3. GRACE PERIOD

Premium is due and payable on or before the Due Date shown in the GENERAL PROVISION 2. herein (PAYMENT OF PREMIUMS). After the first premium has been paid, a grace period of 60 days from each Due Date shall be granted for payment of premium. If the Policyholder does not pay the premium by the end of the grace period, this Policy shall automatically terminate at the end of the grace period in accordance with GENERAL PROVISION 4. herein (POLICY TERMINATION BY THE POLICYHOLDER). This Policy will remain in force during the grace period; except, if the Policyholder has given advance written notice to the Company that this Policy will terminate prior to the end of the grace period, this Policy will remain in force only until the termination date.

#### 4. POLICY TERMINATION BY THE POLICYHOLDER

This Policy shall be considered terminated by the Policyholder on the earliest of:

- (a) the end of the grace period, if all due premium is not paid by then;
- (b) the day chosen by the Policyholder, if advance written notice is given to the Company; or
- (c) the day a premium increase is effective but has not been accepted in writing by the Policyholder.

### 5. POLICY TERMINATION BY THE COMPANY

Following at least 60 days advance written notice to the Policyholder, the Company has the right:

- (a) to terminate this Policy if the number of employees insured is less than 10 or less than 25% of those eligible for insurance;
- (b) to terminate either this Policy or any dependents' insurance if the number of employees with dependents insured is less than (Not Applicable) of those employees who have eligible dependents; or
- (c) to terminate this Policy any time after the most recent Rate Guarantee Date shown in this Policy, unless this termination right is inconsistent with any Termination Rider which is made a part of this Policy.

### 6. REINSTATEMENT AFTER TERMINATION OF THIS POLICY

If this Policy terminates for any reason, it may be reinstated at the Company's sole discretion. The Company may choose not to reinstate the Policy. The Policy may be reinstated only if:

- (a) an officer of the Company agrees in writing to reinstate the Policy;
- (b) the Policyholder agrees in writing to accept any written conditions of reinstatement imposed by the Company; and
- (c) the Policyholder pays the Company all premiums then due and unpaid, including any premium for the time insurance was in effect during the grace period.

## 7. INDIVIDUAL CERTIFICATE

The Company will issue the Policyholder individual Certificates for delivery to Insured Persons. The Certificate describes insurance coverage under the Policy and any conversion rights available upon termination of coverage.

### 8. MISSTATEMENT OF AGE

If the age of an Insured Person has been misstated, the Company will make an adjustment either:

- (a) in premiums; or
- (b) in the amount of insurance, if the amount of insurance depends on age. If the amount of insurance is increased, the Company must first receive all additional premiums.

### 9. INCONTESTABLE CLAUSE

The Company will not contest the validity of this Policy after it has been in force one year, except for nonpayment of premium.

### 10. INFORMATION TO BE FURNISHED BY THE POLICYHOLDER/PRIVACY

The Policyholder is responsible for keeping confidential insurance records. These records are to be kept in a way which will assure the privacy of medical and other personal information. The records must show:

- (a) persons insured by classification and any persons eligible but not insured;
- (b) the amount of money contributed by the Policyholder toward premiums; and

(c) any other insurance information which the Company may reasonably request.

These records and any other insurance information which the Policyholder has or reviews will be used by the Policyholder only for the purpose of Policy administration.

The Policyholder will furnish, as the Company requires, any insurance information on the Company's forms which are needed for insurance administration.

The Policyholder's books and records which may have a bearing on the insurance under this Policy shall be open to the Company for inspection. The books and records may be inspected at any reasonable time while this Policy is in force, and for one year afterwards.

The Policyholder shall provide the Company written notice within 60 days after any Insured Person's eligibility for coverage under this Policy ends.

If the Company does not receive such written notice within this 60 day period, the Company may require the Policyholder to reimburse the Company in an amount equal to the amount of any claims paid on behalf of the ineligible person and any dependents of such person and/or any dependents of such person and any dependents of such person was ineligible.

The Policyholder shall reimburse the Company for claims in accordance with this provision within 60 days after receipt of the Company's written request for payment. Any amount of claims reimbursed to the Company in accordance with this provision shall not be considered to be premium for coverage under the Policy. The Company's right to receive reimbursement for claims in accordance with this provision shall not preclude the Company from pursuing any other remedies available to the Company.

In no event shall the Company provide coverage under the Policy beyond the date a person's eligibility ended, unless coverage is continued in accordance with the terms of the Policy. If coverage is continued in accordance with the terms of the Policy, and the applicable premium is paid for such coverage, and the obligation to reimburse the Company for claims as described herein shall not apply.

# UNITED *of* OMAHA LIFE INSURANCE COMPANY

If required by state law, Countersigned by:

Licensed Resident Agent

### ELIGIBILITY ADDENDUM

## Effective Date: December 1, 2015

If anything in the policy conflicts with the State Group Coverage Discontinuance and Replacement law, insurance for present employees and their dependent(s) will be in accord with that law.

#### **PREMIUM RIDER**

This rider is made a part of Group Policy GVTL-AKKC.

This rider is effective December 1, 2015.

The premiums for the policy will be as follows:

#### **CLASSIFICATION(S)**

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

All Eligible Employees in the JEA Supervisor Association in business unit 063

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

All American federation of State, County & Municipal (AFSCME) temporary Employees in business unit 179 and Northeast Florida Public Employees; Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) temporary Employees in business unit 190

All St. Johns River Power Park (SJRPP) temporary Employees in business unit 007, JEA temporary employees in business unit 008, St. Johns River Power Park (SJRPP) contracted Employees in business unit 006 and JEA contract Employees in business unit 005

All Eligible St. Johns River Power Park Employees who Retiree in business unit 069 (SJRPP) and All JEA Employees who Retire under the city of Jacksonville Pension Plan

#### LIFE INSURANCE PREMIUMS

1. The monthly premium for each \$1,000 of Life Insurance for each employee is as follows:

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

Age of Employee	<b>Monthly Premium</b>
Less than 25	\$.044
25 but less than 30	\$.044

30 but less than 35	\$.049
35 but less than 40	\$.060
40 but less than 45	\$.093
45 but less than 50	\$.159
50 but less than 55	\$.262
55 but less than 60	\$.409
60 but less than 65	\$.639
65 but less than 70	\$1.147
70 but less than 75	\$2.054
75 but less than 80	\$3.388
Age 80 and over	\$6.862

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

Age of Employee	<b>Monthly Premium</b>
Less than 25	\$.043
25 but less than 30	\$.043
30 but less than 35	\$.048
35 but less than 40	\$.059
40 but less than 45	\$.090
45 but less than 50	\$.154
50 but less than 55	\$.255
55 but less than 60	\$.399
60 but less than 65	\$.622
65 but less than 70	\$1.117
70 but less than 75	\$2.000
75 but less than 80	
Age 80 and over	\$6.681

### All Eligible Employees in the JEA Supervisor Association in business unit 063

Age of Employee	<b>Monthly Premium</b>
Less than 25	\$.039
25 but less than 30	\$.039
30 but less than 35	\$.044
35 but less than 40	\$.053
40 but less than 45	\$.083
45 but less than 50	\$.140
50 but less than 55	\$.233
55 but less than 60	\$.364
60 but less than 65	\$.567
65 but less than 70	\$1.017
70 but less than 75	\$1.822
75 but less than 80	\$3.004

Age 80 and over\$6.0
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All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

Age of Employee	<b>Monthly Premium</b>
Less than 25	\$.039
25 but less than 30	\$.039
30 but less than 35	\$.044
35 but less than 40	\$.054
40 but less than 45	\$.083
45 but less than 50	\$.142
50 but less than 55	
55 but less than 60	\$.367
60 but less than 65	\$.572
65 but less than 70	\$1.028
70 but less than 75	\$1.840
75 but less than 80	
Age 80 and over	

### All American federation of State, County & Municipal (AFSCME) temporary Employees in business unit 179 and Northeast Florida Public Employees; Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) temporary Employees in business unit 190

Age of Employee	<b>Monthly Premium</b>
Less than 25	\$.029
25 but less than 30	\$.029
30 but less than 35	\$.032
35 but less than 40	\$.040
40 but less than 45	\$.061
45 but less than 50	\$.104
50 but less than 55	\$.172
55 but less than 60	\$.269
60 but less than 65	\$.420
65 but less than 70	\$.754
70 but less than 75	\$1.349
75 but less than 80	\$2.224
Age 80 and over	\$4.505

All St. Johns River Power Park (SJRPP) temporary Employees in business unit 007, JEA temporary employees in business unit 008, St. Johns River Power Park (SJRPP) contracted Employees in business unit 006 and JEA contract Employees in business unit 005

Age of Employee	<b>Monthly Premium</b>
Less than 25	\$.032
25 but less than 30	\$.032

30 but less than 35	\$.035
35 but less than 40	\$.044
40 but less than 45	\$.067
45 but less than 50	\$.114
50 but less than 55	\$.189
55 but less than 60	\$.295
60 but less than 65	\$.461
65 but less than 70	\$.827
70 but less than 75	
75 but less than 80	
Age 80 and over	\$4.949

# All Eligible St. Johns River Power Park Employees who Retiree in business unit 069 (SJRPP) and All JEA Employees who Retire under the city of Jacksonville Pension Plan

Age of Employee	<b>Monthly Premium</b>
Less than 25	\$.042
25 but less than 30	\$.042
30 but less than 35	\$.047
35 but less than 40	\$.058
40 but less than 45	\$.089
45 but less than 50	\$.153
50 but less than 55	\$.252
55 but less than 60	\$.394
60 but less than 65	\$.614
65 but less than 70	\$1.102
70 but less than 75	\$1.974
75 but less than 80	
Age 80 and over	

2. The monthly premium for each \$1,000 of Life Insurance for each dependent spouse is as follows:

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

Age of Spouse	<b>Monthly Premium</b>
Less than 25	\$.025
25 but less than 30	\$.025
30 but less than 35	\$.028
35 but less than 40	\$.035
40 but less than 45	\$.053
45 but less than 50	\$.091
50 but less than 55	\$.150
55 but less than 60	\$.234
60 but less than 65	\$.365

65 but less than 70	.\$.656
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All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

Age of Spouse	Monthly Premium
Less than 25	\$.025
25 but less than 30	\$.025
30 but less than 35	\$.029
35 but less than 40	\$.035
40 but less than 45	\$.053
45 but less than 50	\$.091
50 but less than 55	\$.150
55 but less than 60	\$.235
60 but less than 65	\$.367
65 but less than 70	\$.659

#### All Eligible Employees in the JEA Supervisor Association in business unit 063

Age of Spouse	<b>Monthly Premium</b>
Less than 25	\$.020
25 but less than 30	\$.020
30 but less than 35	\$.023
35 but less than 40	\$.028
40 but less than 45	\$.043
45 but less than 50	\$.074
50 but less than 55	\$.122
55 but less than 60	\$.190
60 but less than 65	\$.296
65 but less than 70	\$.532

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

Age of Spouse	<b>Monthly Premium</b>
Less than 25	\$.042
25 but less than 30	\$.042
30 but less than 35	\$.047
35 but less than 40	\$.058
40 but less than 45	\$.089
45 but less than 50	\$.153
50 but less than 55	\$.253
55 but less than 60	\$.396
60 but less than 65	\$.618

65 but less than 70\$1.109
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All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

All Eligible Employees in the JEA Supervisor Association in business unit 063

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

3. The monthly premium for all dependent child(ren) of a family unit is \$.203 per month for each \$1,000 of insurance.

### HEALTH INSURANCE PREMIUMS

### **Applies to All Eligible Active Employees**

The monthly premium for Accidental Death and Dismemberment Benefits is:

Employee .....\$.030 per month for each \$1,000 of insurance.

All active, Full-time JEA and St. Johns River Power Park (SJRPP) appointed Employees, JEA Managerial and Confidential Employees, St. John's River Power Park (SJRPP) Exempt Employees, JEA Appointed ER Employees and JEA Managerial and Compensation ER Employees in Business Units 003, 004, 065, 068E of the Employer regularly working a minimum of 20 hours per week

All Eligible Employees in the JEA International Brotherhood of Electrical Workers (IBEW), American Federation of State, County, & Municipal Employees (AFSCME) and Northeast florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO (LIUNA) in business units 050, 070 and 090

All Eligible Employees in the JEA Supervisor Association in business unit 063

All Eligible Professional Employees, Association employees, JEA Employment and Compensation Employees, Non-Exempt St. Johns River Power Park (SJRPP) Employees, St. Johns River Power

# Park International Brotherhood of Electrical Workers (SJRPP IBEW) and Professional Employees in business units 064, 068N, 1618 and 055

Spouse .....\$.030 per month for each \$1,000 of insurance. All dependent child(ren) of a family unit .....\$.030 per month for each \$1,000 of insurance.

### RATE GUARANTEE DATE

January 1, 2017

Notwithstanding anything to the contrary in the GRACE PERIOD provision in the Policy, the Policyholder and the Company agree as follows:

If, in addition to this Policy, the Policyholder has any other insurance policy ("Insurance Policy") or Administrative Services Agreement or other type of service agreement ("Service Agreement") with the Company or any affiliate of the Company, and an administration fee or other payment described in a Service Agreement ("Fee") is not paid in full by the required due date or premium is not paid in full during the grace period for this Policy or an Insurance Policy, the total amount of premium and Fees paid for this Policy and each Insurance Policy and Service Agreement during the month in which the premium or Fee is not paid in full ("the Delinquent Month") will be allocated to this Policy and each Insurance Policy and Service Agreement on a pro-rata basis.

The amount of premium and Fees allocated to this Policy and each Insurance Policy and Service Agreement will be determined by multiplying (a) the amount of premium due for this Policy and each Insurance Policy during the Delinquent Month and the amount of Fees due for each Service Agreement during the Delinquent Month by (b) the percentage equal to (i) the total amount of premium and Fees paid for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month divided by (ii) the total amount of premium and Fees due for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month divided by (ii) the total amount of premium and Fees due for this Policy and each Insurance Policy and Service Agreement during the Delinquent Month.

The Policyholder and the Company acknowledge and agree that the method of allocating premium and Fees described in this provision will result in (a) the full amount of premium not being paid during the grace period for this Policy and each Insurance Policy, and (b) the full amount of Fees not being paid by the required due date for each Service Agreement. Accordingly, notwithstanding anything to the contrary in this Policy or any Insurance Policy or Service Agreement, the following will occur:

- 1. This Policy and any other Insurance Policy will automatically terminate on the date described in this Policy and such other Insurance Policy for non-payment of premium; and
- 2. Any Service Agreement will automatically terminate at the end of the Delinquent Month.

Dated: May 12, 2016

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer

#### **PORTABILITY RIDER**

This Rider is made a part of Group Policy GVTL-AKKC.

This Rider is effective December 1, 2015.

If the provisions of this Rider and those of the Policy do not agree, the provisions of this Rider will apply.

If a Policyholder's Plan includes a Portability provision the following will apply:

1. The last paragraph of the GENERAL PROVISIONS entitled Payment of Premiums is changed to read:

If the Policyholder withdraws participation in this coverage for any reason:

- (a) except for premiums billed directly by United to the Insured Person, the Policyholder is liable for all premiums, to the date of withdrawal, including premiums for any grace period or part of any grace period; and
- (b) all unpaid premiums are due no later than the date of withdrawal.
- 2. GENERAL PROVISIONS 4, 5 and 6 and any references to these provisions are changed to read:

### 4. WITHDRAWAL OF PARTICIPATION BY THE POLICYHOLDER

If the Policyholder withdraws participation in this coverage, coverage will continue under the Policy until all Certificates issued under the Portability Provision of this Policy have terminated.

#### **Exception**

In the event the Policyholder withdraws participation under this Policy and within 31 days obtains a similar group plan for its employees with another carrier, existing Certificate holders will NOT be eligible to elect the continuation (Portability) provision.

#### 5. WITHDRAWAL OF COVERAGE BY UNITED

Following at least 90 days' advance written notice to the Policyholder, United has the right to withdraw availability of coverage to anyone not currently covered under this Policy. Existing Certificate holders may exercise their right of continuation (Portability).

### 6. REINSTATEMENT AFTER WITHDRAWAL OF PARTICIPATION

If coverage is withdrawn for any reason, it can be reinstated only:

- (a) by an officer of United;
- (b) in writing; and
- (c) subject to any written conditions at the time of reinstatement imposed by United.

This Rider applies to Life Insurance and Accidental Death and Dismemberment Benefits.

UNITED OF OMAHA LIFE INSURANCE COMPANY

James T. Blackledge

Chief Executive Officer