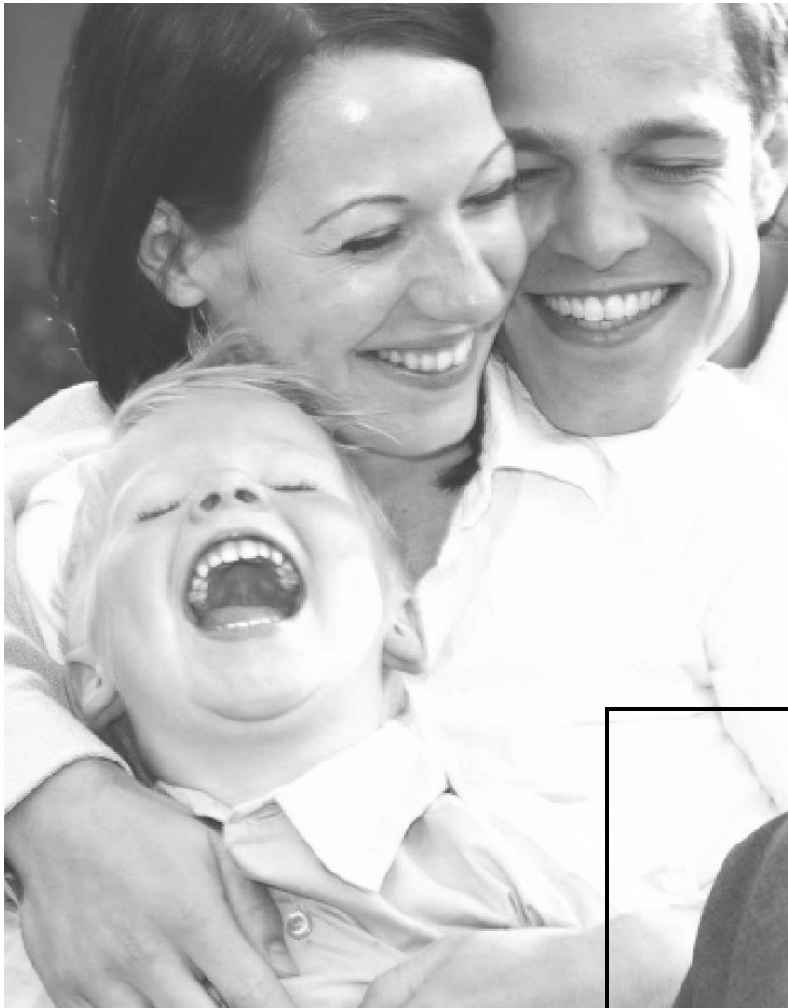


Anthem Life & Disability Insurance Company



Basic Group Term Life Insurance

Group Accidental Death and Dismemberment Insurance

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

Plan Sponsor: The Fedcap Group, Inc.

Policy: 720419

Class: 01

Class Description: Vice Presidents I and Vice Presidents 2; Senior Vice Presidents; President; all Chief Officers; Controller, General Counsel assigned to Corporate Services and all Presidents assigned to any subsidiary Company

Life and Disability products are underwritten by Anthem Life & Disability Insurance Company. [®] ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.

Contents

I. – Your Certificate of Coverage: Group Term Life Insurance

II. – Your Certificate of Coverage: Group Accidental Death & Dismemberment Insurance

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

I.

Your Certificate of Coverage

Basic Group Term Life Insurance

Basic Life Insurance: Non-contributory

Annually Renewable Term

READ YOUR CERTIFICATE CAREFULLY

CERTAIN WAR RISKS ARE NOT ASSUMED

**IN CASE OF ANY DOUBT WRITE YOUR COMPANY FOR FURTHER
EXPLANATION**

Non-participating Policy

Anthem Life & Disability Insurance Company

Administrative Office

Post Office Box 182361

Columbus, OH 43218-2361

1 (800) 551-7265

Group Term Life Insurance Certificate

Table of Contents

Certificate	4
Schedule of Benefits	5
About This Schedule.....	5
Eligibility Waiting Period:	5
Basic Life Insurance	5
Definitions.....	6
When Insurance Begins and Ends.....	9
Effective Date of Insurance	9
Age Reductions for Your Basic Life Coverage	10
Changes in Insurance	11
Proof of Insurability.....	11
When Insurance Ends	12
Coverage Provisions.....	14
Basic Life Insurance	14
Waiver of Life Insurance Premium Benefit During Your Total Disability	15
Accelerated Death Benefit for Basic Life.....	18
Conversion of Life Insurance.....	20
Notice of Conversion Right	21
General Provisions	22
Claims and Payment Provisions	25
Beneficiary Provisions	26

IMPORTANT NOTICE REGARDING ACCELERATED DEATH BENEFITS

This Certificate contains an Accelerated Death Benefit provision within the Life Insurance section. Please refer to the Accelerated Death Benefit provision of this Certificate for a complete benefit description.

You may use the Accelerated Death Benefit for any purpose. Receipt of Accelerated Death Benefits may be taxable. Prior to applying for such benefits, certificateholders should seek assistance from a qualified tax advisor.

LIFE INSURANCE AND OPTIONAL LIFE INSURANCE BENEFITS, IF APPLICABLE, WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.

RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN AND SUPPLEMENTAL SECURITY INCOME. PRIOR TO APPLYING FOR ACCELERATED DEATH BENEFITS, CERTIFICATEHOLDERS SHOULD CONSULT WITH THE APPROPRIATE SOCIAL SERVICES AGENCY CONCERNING HOW RECEIPT WILL AFFECT THE ELIGIBILITY OF THE RECIPIENT AND/OR THE RECIPIENTS SPOUSE OR DEPENDENTS.

Certificate

Anthem Life & Disability Insurance Company certifies that it has issued a Group Policy insuring certain eligible employees of the Plan Sponsor.

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

The Group Policy was issued in the state of New York. Its laws and rules will govern in resolving any questions about the Group Policy.

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

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

Anthem Life & Disability Insurance Company



Gregory G. Poulakos
President

Schedule of Benefits

About This Schedule

This Schedule of Benefits shows highlights of the coverage available under the Group Policy.

The amounts of insurance are determined by this schedule.

Changes in amounts of insurance under the schedule are effective on the first day of a calendar month next following the date they apply to You.

Eligibility Waiting Period:

First of the month following completion of 90 days of continuous employment provided that You were Actively at Work on Your last scheduled work day.

Basic Life Insurance

Amount of Your Basic Life Insurance

An amount equal to **2** times Your Annual Earnings, rounded to the next higher \$1000, if not already a multiple thereof, to a maximum of **\$400,000**.

All Benefits terminate at retirement.

Your amount of Basic Life Insurance will be subject to any reductions listed in the Age Reductions provision of this Certificate.

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

Definitions

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

Actively at Work means that You are performing the normal duties of Your regular occupation and working Your normal hours. You must be working at least the minimum number of hours required per week to meet the definition of eligible employee. You must be working for the Plan Sponsor on a permanent full-time basis and must be paid regular earnings.

Your work site must be:

- at the Plan Sponsor's usual place of business; *or*
- at a location to which the Plan Sponsor's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to sickness, injury, leave of absence, strike or layoff. Paid days off will count as Actively at Work if You were fully capable of performing the normal duties of Your regular occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

Annual Earnings means Your annual gross base earnings in effect from the Plan Sponsor. It does not include commissions, bonuses, overtime pay, and extra compensation.

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

Child(ren) means Your natural Child, legally adopted Child, or stepchild provided such Child relies fully on You for support and maintenance and who is within the limiting age(s) provided under the Schedule of Benefits.

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

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

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

Eligible Employee means a person who meets all of the following:

- is a regular full-time employee of the Plan Sponsor, working for pay on a scheduled normal work week of at least 30 hours, *and*
- is performing work at the Plan Sponsor's usual place of business, except for duties of a kind that must be done elsewhere, *and*
- is in a covered Class named under the Policy; *and*
- is a legal citizen or legal resident of the United States or Canada. In the case of a legal resident, the person will become ineligible for insurance if he or she leaves the United States or Canada for longer than 90 days.

Temporary, seasonal, or contract employees are not included as Eligible Employees under the Policy.

Eligibility Waiting Period means the continuous length of time You must serve in an eligible Class to reach Your eligibility date and begin Your coverage. The Eligibility Waiting Period is shown in the Schedule of Benefits.

Guaranteed Issue Amount means an amount of insurance for which We do not require Proof of Insurability.

Illness means:

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

Independent Medical Exam means an examination by a Physician of the appropriate specialty for Your condition at Our expense. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for insurance or benefits.

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

Insured means an individual covered under the Policy.

Leave of Absence means an arrangement where You and the Plan Sponsor agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. Refer to *When Insurance Ends* to determine how long Your coverage can be continued during a Leave of Absence.

Physician means:

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

Physician does not include:

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

Plan Sponsor means the employer or other organization that has entered into an agreement with Us as outlined in the Policy.

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

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

Proof means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or Written documentation and records as required by Us. Proof must be received by Us at Our Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any additional Proof is reasonably required by Us, an Insured may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

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

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

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

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

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

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

You and Your means an Eligible Employee.

When Insurance Begins and Ends

This section tells how You may become insured.

Obtaining Insurance

To obtain insurance under the Policy, You must be an Eligible Employee and be Actively at Work.

Enrollment

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

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

Basic Insurance Eligibility

If You are an Eligible Employee on the Effective date of the Policy, You are eligible for Basic Life insurance on that date provided You have completed the Eligibility Waiting Period, if any. Otherwise, You become eligible on the first day of the date You become an Eligible Employee and complete Your Eligibility Waiting Period.

Effective Date of Insurance

This section tells when Your insurance may begin.

If You are required to give Proof of Insurability for all or a portion of Your insurance, that insurance for which Proof of Insurability is required begins on the date We approve in Writing the Proof of Insurability.

All premiums required by the Policy must be paid in order for insurance to begin.

For Your Insurance

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

The Plan Sponsor may require employees to contribute toward the cost of all or part of their insurance. Any such Contributory insurance will not become effective for You before You Sign

a form agreeing to make those contributions and the first premium is paid. The form may be obtained from the Plan Sponsor. If You Sign the form more than 31 days after You became eligible, Your Contributory insurance will be deferred until the date We approve Your Written Proof of Insurability.

Delayed Effective Date

If You are not Actively at Work on the date Your insurance would otherwise begin, Your insurance will be deferred until You return to full-time active work.

Age Reductions for Your Basic Life Coverage

The following age reduction rules apply to all Basic coverage for You.

On each of Your birthdays listed below Your insurance will be reduced by a percentage of the amount of insurance calculated in accordance with the Schedule of Benefits. The percentages are indicated in the following table:

<u>Birthday</u>	<u>Benefit Percentage</u>
70	50%

All insurance terminates upon Your retirement.

Changes in Insurance

Change in Class or Earnings

The amount of Your benefit may change if:

- You become insured under a different Class; *or*
- the amount of Your Annual Earnings changes.

If the change would *increase* the amount of insurance, the increase takes effect on the first day You are Actively at Work following the latest of the date:

- the change is effective; *or*
- the Plan Sponsor tells Us in Writing about a change in Class or a change in the amount of Annual Earnings; *or*
- the premium paid is based on the change; *or*
- We approve, in Writing, Proof of Insurability, if Proof of Insurability is required.

If the change would *decrease* Your amount of insurance, the decrease takes effect on the date of the change.

Proof of Insurability

You must give Proof of Insurability for Life coverages:

- if You pay all or part of the premium for insurance and You enroll Yourself more than 31 days after the date You become an Eligible Employee; *or*
- if Your insurance would increase because of a change in Your Class membership or a change in the amount of Your Annual Earnings or Your election, and the Plan Sponsor does not tell Us in Writing about the change within 31 days after the change occurs. If the change is due to an error, such Proof will be at Our expense. We will not require Proof of Insurability for a change due to an error:
 - (a) if neither amount of insurance would have required Proof of Insurability at the time of the original application; *or*
 - (b) six months or more following the date the coverage took effect; *or*
- if You pay all or part of the premium for Your insurance and the insurance ended at Your request or because a premium was not paid by You and You are re-applying for coverage; *or*
- for insurance for which You pay all or part of the premium if You were entitled to coverage under the Prior Plan and You had declined coverage; *or*
- if the amount of insurance initially or subsequently applied for exceeds the Guaranteed Issue Amount of the Policy, if required.

We will use the Proof of Insurability form and other information You give as Proof of Insurability to determine whether You can become Insured. If the Proof of Insurability is not satisfactory to Us, the insurance for which You are required to give Proof of Insurability will not take effect. If the Proof is accepted, Your insurance will only take effect on the first of the month following the date We approve Your Proof of Insurability in Writing.

We may, at Our discretion, require that You undergo an Independent Medical Exam as part of Your Proof of Insurability.

When Insurance Ends

For Your Basic Life Insurance

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

1. The date Your employment terminates. For the purposes of insurance coverage Your employment will terminate when You are no longer Actively at Work. However, if You are not Actively at Work due to Illness or Injury, Your insurance will be continued in force under the Policy until the end of the 6 month period following the date on which You were last Actively at Work;
2. the date the Policy is terminated;
3. the day You cease to be an Insured under a Class defined in the Schedule of Benefits;
4. the date the Policy is changed to end the insurance for Your Class;
5. the last day of the period for which premium was paid, if a premium is not paid when due;
6. the date You retire;
7. the date You die;
8. the date You cease to be an Eligible Employee as defined in the *Definitions* section of the Policy;
9. the date You request, in Writing, for Your insurance to be terminated.

If Your insurance would end solely due to reason #1 above, the Plan Sponsor may continue Your insurance subject to the following:

- until the end of 3 months following the date You cease to be Actively at Work due to a temporary layoff; *or*
- until the end of 3 months following the date You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as a reservist with the U.S. Armed Forces Reserve; *or*
- during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act.

Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If coverage is continued in accordance with the Leave of Absence provisions above, such continued coverage will cease immediately if any one or more of the following events occurs:

- the leave terminates prior to the agreed upon date.
- the Policy terminates.
- You or the Plan Sponsor fail to pay premium when due.
- the Policy no longer insures Your Class.

If all or part of Your insurance under the Group Policy ceases as described in the above Leave of Absence provisions, You are entitled to convert such terminated or reduced insurance, during and at the end of the continuation period, as described in the Certificate's Conversion of Life Insurance provision.

After We determine that You are Totally Disabled, Waiver of Premium for Life Insurance will not be affected by:

1. Termination or cancellation of the Policy by the Plan Sponsor; *or*
2. Termination of Your employment; *or*
3. Termination of Your insurance coverage under the Policy; *or*
4. Any amendment that is effective the date You are Totally Disabled.

Coverage Provisions

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

Basic Life Insurance

Death Benefit

We will pay a benefit if the Insured dies while covered in accordance with the provisions of this Certificate. In the event you commit suicide, Optional Life insurance will be limited as described in the Suicide provision below. Your Life Insurance benefits are payable to Your beneficiary, as determined in accordance with the Beneficiary Provisions(s) under this Certificate, upon receipt of due Proof of Your death.

The benefit will be paid in one sum.

Suicide

No payment will be made with respect to the Optional insurance amount elected, if the Insured commits suicide and death occurs within two years after the date on which the deceased became insured for the Optional insurance amount elected. No payment will be made with respect to the amount of an applied for Optional insurance increase if the Insured commits suicide and death occurs within two years after the date on which the applied for increase became effective.

Our liability with respect to such Optional insurance of such a person will be limited to an amount equal to the premiums paid thereon.

Time insured under the Policy will count toward the suicide exclusion (if any) under a policy continued as provided by the Conversion or Portability provision.

Waiver of Life Insurance Premium Benefit During Your Total Disability

This section tells how some or all of Your Life insurance can be continued without premiums if You become Totally Disabled before Your 60th birthday.

Waiver of Life Insurance Premium Benefits do not apply to any Dependent coverage.

Waiver of Premium

If you become Totally Disabled while You are insured and prior to Your 60th birthday then subject to the terms of this Certificate and this provision, no premium payment will be required as of the date You satisfy the Elimination Period for Your Basic and Optional Life Insurance coverage.

The amount of insurance will be the amount in effect as of the date You became Totally Disabled, subject to any reductions listed in the Age Reductions provision while You are Totally Disabled.

Definitions for Waiver of Life Insurance Premium Benefit Provision:

Elimination Period is the period You must have been continuously Totally Disabled before We waive insurance premiums under this provision. The Elimination Period is the lesser of 6 months or if applicable, the period of Your continuous Total Disability preceding the date of death. The Elimination Period begins on the day that You meet the Definition of Total Disability under the Policy.

Material and Substantial Duties means job duties that:

- are normally required for the performance of Your own or any occupation; *and*
- cannot be reasonably omitted or modified.

Totally Disabled and Total Disability means during the Elimination Period and thereafter because of an injury or illness, You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience.

The loss of a professional license, occupational license or certification does not in itself mean You are Disabled. Loss of Your occupation due to economic factors such as, but not limited to, recession, job elimination, pay cuts and job-sharing will not be considered.

You will not be considered to be Totally Disabled on any day that you meet the definition of Actively at Work.

Conversion During Waiver Application

You may apply for an individual life insurance policy under the Conversion of Life Insurance provision of this Certificate, and if Your insurance terminates before You fulfill the Elimination Period under this provision or You do not meet the Definition of Total Disability under this provision, You may retain the individual life insurance policy in accordance with that policy's provisions.

However, once You have met the conditions for Waiver of Premium You must surrender the individual life insurance policy in accordance with its terms and receive a refund of Your premium payments. You may not be insured simultaneously under both this Group Policy and an individual policy issued in accordance with the Conversion of Life Insurance provision. This will not apply to any portion of coverage converted as a result of a reduction in Your eligible amount under the Group Policy.

Proof of Total Disability

All Proof of Total Disability that We require must be given to Us at Our Administrative Office. The Proof must be satisfactory to Us.

We have the right to have You examined by a Physician of Our choosing at Our expense whenever reasonably necessary, but not more than once a year after two years of Total Disability.

Conditions

1. We must receive initial Proof of Your Total Disability no later than 12 months after the date Your Total Disability began. This Proof must be satisfactory to Us.
2. If You die prior to submitting initial Proof of Your Total Disability as required in Condition 1, Proof that Your Total Disability continued until the date of Your death must be given to Us no later than 12 months after Your death.
3. The insurance on Your life will be subject to any reductions in amount or termination of insurance included under this Certificate as of the date You satisfy the Elimination Period which would have applied to You due to Your age if You were not Totally Disabled.
4. Any amount of insurance continued in force under this provision that becomes payable will be reduced as follows:
 - By any amount paid under the terms of the Conversion provision of this Certificate because death occurred within the 31 day period or any extended notice period, if later, in which You were entitled to apply for a policy of individual life insurance; *or*
 - By any amount of insurance paid under a policy that was issued to You under the Conversion provision of this Certificate after You became Totally Disabled, unless such policy was surrendered to Us without claim in exchange for a full refund of premiums paid under it.

Termination of Benefit

Your insurance continued in force under this provision will terminate on the earliest of the following.

- The date on which You cease to be Totally Disabled; *or*
- Three months after the date We request further Proof that You are still Totally Disabled if such Proof is not received within this period. We may ask for further Proof as often as We may reasonably require; *or*
- The date of Your 65th birthday; *or*
- The date You refuse to be examined by a Physician when requested; *or*
- The date on which You begin to receive retirement benefits which You are eligible to receive as a result of past employment with the Plan Sponsor or another employer whether or not the retirement benefits were funded in whole or in part by the Plan Sponsor or a previous employer or entirely by You. This also includes retirement under any federal, state, municipal, or association retirement plan.

If You have been approved for Waiver of Premium for Life Insurance, Your coverage *will not* be affected by termination or cancellation of the Group Policy.

Insurance after Cessation of Total Disability

If Your insurance is continued in force under this provision and is then terminated because You cease to be Totally Disabled or fail to submit any Proof of Total Disability that is required by Us, one of the following events will occur.

- If the Policy is in force and You are in a Class of persons who may be insured under the Policy and You are Actively at Work, You will immediately become insured under the other terms of the Policy; *or*
- If the Policy is in force but either You are not in a Class of persons who may be insured under the Policy or You are not Actively at Work, You will be entitled to the same conversion rights that You would have been entitled to if Your insurance had terminated due to the termination of Your employment; *or*
- If the Policy is not in force, You will be entitled to the same conversion rights that You would have been entitled to if Your insurance had terminated due to the termination of the Policy.

The period that a conversion right will apply to as described in clauses 2 and 3 will be the 31 days following the date the insurance under this provision is terminated, or any extended notice period, whichever is later.

If Your insurance is continued in force under this provision and is then terminated because Your 65th birthday has occurred, You will be entitled to the same conversion rights to which You would have been entitled had Your insurance terminated because You are no longer an Insured under an eligible Class.

Accelerated Death Benefit for Basic Life

The following Accelerated Death Benefit Provision applies to Your coverage for Basic Life Insurance:

The Accelerated Death Benefit provides that a portion of the Basic Life Insurance proceeds otherwise payable under the Policy as a result of death may be paid in advance under certain circumstances. Payment is made if You are diagnosed as having a Terminal Condition, subject to the terms of this Certificate and this provision. All of the following conditions will apply:

- The Insured or the Insured's legal representative must request in Writing to have this benefit paid while the insurance is in effect.
- We must be provided with the Written permission of Your irrevocable beneficiary or assignee for the life insurance proceeds otherwise payable under the Policy, prior to paying this benefit. If the Insured lives in a community property state, We must have Written permission of the spouse.
- Premium payments must continue, and will be based on the reduced amount of insurance.
- We must receive Proof satisfactory to Us that the Insured has been diagnosed as having a Terminal Condition.
- The Insured must be living at the time this benefit is to be paid.
- Accelerated Benefits are payable only once with respect to any Insured.

Definitions for Basic Life Accelerated Death Benefits provision

Terminal Condition means a medical condition that a Physician expects to result in life expectancy being 12 months or less from the date of application for the Accelerated Benefit.

The amount of life insurance otherwise payable on Your death in accordance with the other terms of this Certificate will be reduced by the amount of this benefit. Such reduction will also apply to any amount You would otherwise be eligible to apply for under the Conversion provision.

If the life insurance applicable to You would otherwise reduce in accordance with the other terms of this Certificate within 12 months of the date of application for this benefit, then the benefit will be based on such reduced amount. If Your insurance would otherwise terminate within 12 months of the date of application for this benefit, then the Accelerated Death Benefit will not be paid.

Payment of this benefit does not guarantee that the full death benefit will eventually be paid. Insurance must still be in force under the Policy at the time of Your death for the remainder of the life insurance benefit to be paid. All limitations and exclusions under this Certificate will still apply. Payment of the Accelerated Death Benefit discharges Us of all liability under the Policy to the extent of the payment.

Amount of Benefit

The Accelerated Death Benefit is an amount equal to the lesser of 50% of the amount of Basic Life Insurance to which You are entitled on the date You apply in Writing for this benefit or \$500,000.

A lesser amount of Accelerated Benefit may be elected. However, the minimum Accelerated Death Benefit We will consider for payment is the lower of 25% of the coverage amount or \$50,000.

Payment will be made in one lump sum to You. If You have received an Accelerated Benefit and then You recover from the qualifying condition, You will not be required to refund the benefit paid to You.

No Accelerated Death Benefit will be payable if the Terminal Condition is directly or indirectly due to or associated with a self-inflicted injury or Suicidal attempt.

If the Accelerated Death Benefit is forced by creditor or governmental agencies, We will honor it only to the extent required by law.

We reserve the right to have You examined by one or more Physicians of Our choice in connection with any claim for Accelerated Death Benefit. Such an examination will be done at Our expense. Final determination of eligibility will be made by Us.

Effect of Benefit Payment on Premium

The Accelerated Death Benefit payment will not affect the amount of premiums due under the Policy. Premiums may be waived subject to the terms of the Waiver of Premium provision.

Conversion of Life Insurance

Who May Convert

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

1. Your employment terminates while the Group Policy is in force.
2. Your membership in a Class terminates while the Group Policy is in force.
3. The Group Policy terminates.
4. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured.

The policy will only be issued to You if You make a Written application to Us and the first premium due for the policy is received at Our Administrative Office within 31 days of such termination or benefit reduction, or extended notice period, if later. This is the conversion period. Then the policy will take effect on the date of termination or reduction of coverage.

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

The premium for the individual policy will be determined by the policy type, the risk classification to which You belong under the group policy. Our published rates in effect and Your age (nearest birthday) at the time of conversion.

Individual Policies Available

The policy may be on any plan, other than term insurance which We are then issuing. You may continue coverage as a term insurance policy for a period of up to one year. If Your insurance terminates due to Your total and permanent disability, You may elect any one of the life insurance policy forms, including term insurance, customarily issued by us, subject to the same conditions.

In addition to any policies available from Us. We may also make arrangements to make policies available from another insurer.

The Conversion policy will be effective on the day following the date Your coverage under the group policy terminated.

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

The amount of insurance You may select under the Conversion policy may not exceed the amount of insurance that has been terminated under the Group Policy, less any amount of group coverage remaining in force under the Policy.

If the Group Policy is terminated by Us or the Policyholder, or if the Insured loses coverage in whole or in part due to Total Disability, the amount of insurance You may select under the Conversion Policy may not exceed the amount of insurance that has been terminated under the Group Policy, less any amount of insurance for which You may become eligible under any group life insurance policy issued or reinstated within 45 days of termination of group life coverage.

Notice of Conversion Right

The Plan Sponsor is required to give You Written notice of Your right to convert without submitting Proof of Insurability. You will be given notice of the existence of the right within 15 days before or following the event which entitles You to conversion, and You will have 31 days from the event to convert Your coverage. However, if such notice is given more than 15 days but less than 90 days after the happening of such event, the time allowed for the exercise of Your conversion privilege will be extended by 45 days after the giving of such notice. If such notice is not given within 90 days after the happening of the event, the time allowed for the exercise of the conversion privilege will expire at the end of such 90 days. Written notice presented to You or mailed by the Plan Sponsor to Your last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, or at the end of the extended notice period, if later, unless properly converted within said time.

General Provisions

Assignment

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

Assignments will become effective on the date You signed and dated the form, subject to any action We may have taken prior to its receipt.

We will have no responsibility:

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

Currency

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

Class Membership

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

Entire Contract

The contract between the parties consists of the Policy, the certificate, the Plan Sponsor's application, and the applications, if any of each Eligible Employee.

The rights of any policyholder, insured or beneficiary shall not be affected by any provision not continued (a) in the policy, riders, endorsements, or amendments signed by the policyholder and the insurer, or (b) in the policyholders application attached to the policy, or (c) in any individual statement submitted with the application.

Nothing in the group Policy invalidates or impairs any rights granted to the certificateholder in the certificate or under New York law.

Certificate

We will give the Plan Sponsor certificates for delivery to Eligible Employees. The Plan Sponsor is responsible for distribution of certificates.

We are not responsible and shall bear no liability for certificates not distributed or any materials used instead of, or in addition to the certificates.

Nothing in the group Policy shall invalidate or impair any rights granted to the certificateholder in the certificate.

Misrepresentation

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

- The insurance would not have been approved except for the Insured's misrepresentation; *and*
- The Insured's misrepresentation is contained in a written instrument Signed by the Insured; *and*
- We give the Insured or the Insured's representative a copy of the written instrument that contains the Insured's misrepresentation.

Incontestability

The policy is incontestable after two years from the date of issue except for non-payment of premiums by the policyholder.

We will not use misrepresentations made by an Insured in a written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during the Insured's lifetime. This incontestability provision will begin anew only for applied increases in the amount of coverage. We can only contest this based on misrepresentation if the misrepresentation is material. This section does not prevent Us from using at any time a defense based on non-payment of premium.

Misstatement of Age

If an Insured's age was misstated, We will use the correct age to determine whether the person is Insured and if so, for what amount and duration.

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

Misstatement of Fact

If the Plan Sponsor or any Associated Employer gives Us any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount. No Eligible Employee or dependent will be deprived of insurance to which he or she is otherwise entitled or have insurance to which he or she is not entitled, because of any misstatement of fact by the Plan Sponsor or Associated Employer. Any required adjustment will not affect premiums paid or payable before the most recent Policy anniversary date. This adjustment will not apply to facts, other than age or sex, after such insurance has been in for a period of two years.

Errors

You must be properly Insured under the Policy. An error or omission by the Plan Sponsor or by Us will not cause You to become Insured. An error or omission by the Plan Sponsor or by Us

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

Agency

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

Changes to Policy

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

If a person who is otherwise eligible for insurance is not Actively at Work on the effective date of the amendment, the effective date with respect to that person will be on the date that he is again Actively at Work. However, if the amendment reduces the amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

It is understood that, if the Policy is amended during a person's continuous period of Disability, the amendment will have no effect on the amount of his insurance during that same continuous period of Disability.

Claims and Payment Provisions

How To Claim Benefits

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

Notice of Claim

Notice of a claim must be given within 90 days after a covered Loss starts. For a Waiver of Premium claim, notice must also be given during the lifetime of the insured and during the period of total disability. Failure to give such notice will not invalidate or reduce any claim if failure to give such notice was given as soon as reasonably possible. Reference to a “loss” in this provision means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. Written notice can be given to Us at Our Administrative Office or to Our agent. The notice must identify You along with Your Group Policy number, and the name and address of the Claimant.

For a Waiver of Premium claim for loss due to disability, You must notify Us immediately if You return to work in any capacity.

Claim Forms

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

Proof of Loss

Due Written Proof of Loss must be given to Us within 90 days after such Loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible. But, Unless delayed by the Claimant’s legal incapacity, the required Proof must be furnished no later than 1 year from the specified time.

Filing Claim Forms

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

Time of Payment of Claim

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

Payment of Claims

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

Beneficiary Provisions

Designated Beneficiary Provision

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

The Written statement must be placed on file with the Plan Sponsor.

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

The form changing the beneficiary must be given to the Plan Sponsor.

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

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

Alternate Payment Beneficiary Provision

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

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

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

Release for Payment

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

Physical Examinations

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

Proof of Continuing Disability for Waiver of Premium

From time to time You must give Proof satisfactory to Us at Your expense that You are still Disabled. We will ask You for this Proof at reasonable intervals. We will stop Waiver of Premium Benefits if You do not give Proof satisfactory to Us that You are still Totally Disabled. We may require You to provide Us with the name and address for any Hospital, health facility or institution where You received treatment, including all attending physicians, and to give us Your Written authorization to obtain additional medical information, including but not limited to complete copies of medical records. We may investigate Your claim at any time.

Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible. But, unless delayed by the Claimant's legal incapacity, the required Proof must be furnished no later than 1 year from the specified time.

Proof of Financial Loss

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

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

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

Legal Actions

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after Written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 years after the time Written Proof of Loss is required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim, as explained below.

Reconsideration of a Denied Claim

Claims for benefits other than Waiver of Premium.

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

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

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

Claims for Waiver of Premium

A decision for a Waiver of Premium claim will be made by Us within 45 days of the date the claim is filed.

Under special circumstances, this decision may take up to another 60 days. You will be notified and the reason for the delay will be explained to You. The decision will be sent to You in Writing.

If You do not understand Our decision or You are not satisfied with it, You may request a review of the denied claim within 180 days of receipt of Written notice that Your claim has been denied. You may also review the pertinent documents and submit comments in Writing.

A decision must be made within 45 days after the request for review is made, unless circumstances of the claim require an extension, in which event the decision will be made as soon as possible, but not longer than 90 days after the request for review is made.

The decision will be in Writing and will include the reasons for the decision with reference to those Policy provisions on which it is based.

Anthem Life & Disability Insurance Company

Administrative Office

P.O. Box 182361

Columbus, OH 43218-2361

1 (800) 551-7265

II.

**Your Accidental Death & Dismemberment
Certificate of Coverage**

**Basic Group Accidental Death &
Dismemberment Insurance**

Non-contributory

Read Your Certificate carefully.

Non-participating Policy

Anthem Life & Disability Insurance Company

Administrative Office
Post Office Box 182361
Columbus, OH 43218-2361
1 (800) 551-7265

Accidental Death and Dismemberment Insurance Certificate

Table of Contents

Certificate	- 3 -
Schedule of Benefits	- 4 -
About This Schedule.....	- 4 -
Eligibility Waiting Period:.....	- 4 -
Basic Accidental Death and Dismemberment Insurance.....	- 4 -
Definitions	- 5 -
When Insurance Begins and Ends.....	- 8 -
Enrollment.....	- 8 -
Effective Date of Insurance	- 8 -
Age Reductions for Your Coverage.....	- 9 -
Changes in Insurance	- 9 -
When Insurance Ends.....	- 10 -
Coverage Provisions.....	- 11 -
Accidental Death and Dismemberment Insurance Benefits	- 11 -
Your Accidental Death and Dismemberment Benefits.....	- 13 -
Exclusions for Accidental Death & Dismemberment.....	- 14 -
Additional Benefit for Child Education.....	- 15 -
Additional Benefit for Repatriation	- 16 -
Additional Benefit for Seat Belt and Air Bag.....	- 16 -
Additional Benefit for Common Carrier.....	- 17 -
General Provisions.....	- 18 -
Misrepresentation.....	- 18 -
Changes to Policy	- 19 -
Claims and Payment Provisions	- 20 -
Beneficiary Provisions	- 21 -

Certificate

Anthem Life & Disability Insurance Company certifies that it has issued a Group Policy insuring certain eligible employees of the Plan Sponsor.

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

The Group Policy was issued in the state of New York. Its laws and rules will govern in resolving any questions about the Policy.

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

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

Anthem Life & Disability Insurance Company



Gregory G. Poulakos
President

Fraud: 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 containing any material fact thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

Schedule of Benefits

About This Schedule

This Schedule of Benefits shows highlights of the coverage available under the Group Policy.

The amounts of insurance are determined by the schedule.

Changes in amounts of insurance under the schedule are effective on the first day of a calendar month next following the date they apply to You.

Eligibility Waiting Period:

First of the month following completion of 90 days of continuous employment provided that You were Actively at Work on Your last scheduled work day.

Basic Accidental Death and Dismemberment Insurance

Accidental Death and Dismemberment Insurance must be elected in accordance with the terms of the Policy and any required premium must be paid in order for the insurance to begin.

Amount of Your Basic Accidental Death and Dismemberment Insurance

Principal Sum: An amount equal to 2 times Your Annual Earnings, rounded to the next higher \$1000, if not already a multiple thereof, to a maximum of **\$400,000**.

Your amount of Basic Accidental Death and Dismemberment Insurance will be subject to any reductions listed in the Age Reductions provisions of this Certificate.

ADDITIONAL BENEFITS

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

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

Definitions

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

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

Actively at Work means that You are performing the normal duties of Your regular occupation and working Your normal hours. You must be working at least the minimum number of hours required per week to meet the definition of eligible employee. You must be working for the Plan Sponsor on a permanent full-time basis and must be paid regular earnings.

Your work site must be:

- at the Plan Sponsor's usual place of business; *or*
- at a location to which the Plan Sponsor's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to sickness, injury, leave of absence, strike or layoff. Paid days off will count as Actively at Work if You were fully capable of performing the normal duties of Your regular occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

Annual Earnings means Your annual gross base earnings in effect from the Plan Sponsor. It does not include commissions, bonuses, overtime pay, and extra compensation.

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

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

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

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

Eligible Employee means a person who meets all of the following:

- is a regular full-time employee of the Plan Sponsor, working for pay on a scheduled normal work week of at least 30 hours, *and*
- is performing work at the Plan Sponsor's usual place of business, except for duties of a kind that must be done elsewhere, *and*
- is in a covered Class named under the Policy; *and*

- is lawfully or legally able to work in the United States or Canada. If they are not Actively at Work, the person will become ineligible for insurance if he or she leaves the United States, its possessions and the countries of Canada or Mexico for longer than 90 days.

Temporary, seasonal, or contract employees are not included as Eligible Employees under the Policy.

Eligibility Waiting Period means the continuous length of time You must serve in an eligible Class to reach Your eligibility date and begin Your coverage. The Eligibility Waiting Period is shown in the Schedule of Benefits.

Guaranteed Issue Amount means an amount of insurance for which We do not require Proof of Insurability.

Illness means:

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

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

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

Insured means an individual covered under the Policy.

Leave of Absence means an arrangement where You and the Plan Sponsor agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. Refer to *When Insurance Ends* to determine how long Your coverage can be continued during a Leave of Absence.

Physician means:

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

Physician does not include:

- You.
- Your Spouse.
- Anyone employed by the Plan Sponsor, or any business partner of You or the Plan Sponsor.

- Any member of Your immediate family, including Your and/or Your Spouse's:
 - Parents.
 - Children (natural, step, or adopted).
 - Siblings.
 - Grandparents.
 - Grandchildren.

Plan Sponsor means the employer or other organization that has entered into an agreement with Us as outlined in the Policy.

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

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

Proof means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or Written documentation and records as required by Us. Proof must be received by Us at Our Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any additional Proof is reasonably required by Us, an Insured may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

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

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

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

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

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

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

You and Your means an Eligible Employee.

Other terms are defined elsewhere under the Policy.

When Insurance Begins and Ends

This section tells how You may become insured.

Obtaining Insurance

To obtain insurance under the Policy, You must be an Eligible Employee and be Actively at Work.

Enrollment

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

An application to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application form to Us at Our Administrative Office unless Your group is employer administered.

Basic AD&D Insurance Eligibility

If You are an Eligible Employee on the Effective date of the Policy, You are eligible for Basic Accidental Death and Dismemberment insurance on that date provided You have completed the Eligibility Waiting Period, if any. Otherwise, You become eligible on the date You become an Eligible Employee and complete Your Eligibility Waiting Period.

Effective Date of Insurance

This section tells when Your insurance may begin.

If You are required to give Proof of Insurability for all or a portion of Your insurance, that insurance for which Proof of Insurability is required begins on the date We approve in Writing the Proof of Insurability.

All premiums required by the Policy must be paid in order for insurance to begin.

For Your Insurance

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

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

Delayed Effective Date

If You are not Actively at Work on the date Your insurance would otherwise begin, Your insurance will be deferred until You return to full-time active work.

Age Reductions for Your Coverage

The following age reduction rules apply to all AD&D coverage for You.

On each of Your birthdays listed below Your insurance will be reduced by a percentage of the amount of insurance calculated in accordance with the Schedule of Benefits. The percentages are indicated in the following table:

<u>Birthday</u>	<u>Benefit Percentage</u>
70	50%

All insurance terminates upon Your retirement.

Changes in Insurance

Change in Class or Earnings

The amount of Your benefit may change if:

- You become insured under a different Class; *or*
- the amount of Your Annual Earnings changes.

If the change would *increase* the amount of insurance, the increase takes effect on the first day You are Actively at Work following the latest of the date:

- the change is effective; *or*
- the Plan Sponsor tells Us in Writing about a change in Class or a change in the amount of Annual Earnings; *or*
- the premium paid is based on the change; *or*
- We approve, in Writing, Proof of Insurability, if Proof of Insurability is required.

If the change would *decrease* Your amount of insurance, the decrease takes effect on the date of the change.

When Insurance Ends

For Your Accidental Death and Dismemberment Insurance

Your Insurance under each coverage will end on the first to occur of the following dates:

1. The date Your employment terminates. For the purposes of insurance coverage Your employment will terminate when You are no longer Actively at Work. However, if You are not Actively at Work due to Illness or Injury, Your Accidental Death and Dismemberment insurance will be continued in force under the Policy until the earlier of:
 - the date on which We receive Written notice from the Plan Sponsor that Your insurance is to be terminated; *or*
 - the end of the 6 month period following the date on which You were last Actively at Work;
2. the date the Policy is terminated;
3. the day You cease to be an Insured under a Class defined in the Schedule of Benefits;
4. the date the Policy is changed to end the insurance for Your Class;
5. the last day of the period for which premium was paid, if a premium is not paid when due;
6. the date You retire;
7. the date You die;
8. the date You cease to be an Eligible Employee as defined in the *Definitions* section of the Policy;
9. the date You request, in Writing, for Your insurance to be terminated;

If Your insurance would otherwise end solely due to reason #1 above, the Plan Sponsor may continue Your insurance during the following periods:

- until the end of 3 months following the date You cease to be Actively at Work due to a temporary layoff; *or*
- until the end of 3 months following the date You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as a reservist with the U.S. Armed Forces Reserve; or
- during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act.

Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If coverage is continued in accordance with the Leave of Absence provisions above, such continued coverage will cease immediately if any one or more of the following events occurs:

- the leave terminates prior to the agreed upon date.
- the Policy terminates.
- You or the Plan Sponsor fail to pay premium when due.
- the Policy no longer insures Your Class.

Coverage Provisions

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

Accidental Death and Dismemberment Insurance

We will pay a benefit if the Insured dies while covered in accordance with the provisions of the Policy. Benefits are payable to Your beneficiary, as determined in accordance with the Beneficiary Provisions under the Policy, upon Our receipt of due Proof of Your death.

The benefit will be paid in one sum unless, prior to payment, You or the beneficiary elect that payment be made in installments. This is called a settlement option. If no settlement option is in effect upon Your death. Your beneficiary may then elect such an option. Any settlement option requires a Written agreement with Us. Contact the Plan sponsor for instructions.

Accidental Death and Dismemberment Insurance Benefits

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

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

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

Additional Definitions for Accidental Death and Dismemberment Insurance

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

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

Additional Provision for Surgical Reattachment

If an Accidental Injury results in a Loss that would otherwise be payable under the terms of the Policy, We will reimburse an amount equal to 50% of the amount otherwise payable from the Schedule of Losses if a dismembered part is surgically reattached. The balance of the amount

that would otherwise have been payable will be paid if after 365 days the reattachment has failed to the extent that loss of use then exists.

Satisfactory Proof of the Accidental Injury and surgical reattachment will be required at the time of claim.

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

- An arm, leg, hand or foot, the total and irrecoverable loss of its use, provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent at the end of such time.
- A thumb and index finger or all four fingers of one hand, the total and irrecoverable loss of its use, provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent at the end of such time.
- Toes, the complete severance at or above the metatarsophalangeal joints
- An eye, the total and irrecoverable loss of sight.
- Speech, the complete and irrecoverable loss of speech.
- Hearing, the complete and irrecoverable loss of hearing.
- Quadriplegia, the total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Paraplegia, the total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Hemiplegic, the total paralysis of upper and lower limbs on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.
- Uniplegia, the total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.
- Coma, a profound state of unconsciousness from which You cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

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

Accidental Death and Dismemberment benefits are not payable for an infection, unless caused by an Injury, or for poisoning in any form, including, but not limited to, ingestion or inhalation of gas, fumes, chemicals, drugs, alcohol or any combination thereof. Accidental Death and Dismemberment benefits are not payable for any Loss or Injury which occurs while an Insured is in the course of operating any Motorized Vehicle if the Insured's blood alcohol concentration is in excess of the legal limit in the jurisdiction in which the Accident occurred.

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

Your Basic Accidental Death and Dismemberment Benefits

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

Schedule of Losses for Your Basic Accidental Death & Dismemberment Benefits

<u>Nature of Loss</u>	<u>Amount Payable</u>
Life.....	The Principal Sum
The sight of both eyes.....	The Principal Sum
Either both hands <u>or</u> both feet.....	The Principal Sum
One hand <u>and</u> one foot.....	The Principal Sum
The sight of one eye <u>and</u> either one hand <u>or</u> one foot.....	The Principal Sum
Speech <u>and</u> hearing in both ears.....	The Principal Sum
Either one hand <u>or</u> one foot.....	One-half of the Principal Sum
The sight of one eye.....	One-half of the Principal Sum
Speech <u>or</u> hearing in both ears.....	One-half of the Principal Sum
Both the thumb <u>and</u> index finger of one hand.....	One-quarter of the Principal Sum
Both thumbs of both hands.....	One-quarter of the Principal Sum
All four fingers of one hand.....	One-quarter of the Principal Sum
All of the toes of one foot.....	One-eighth of the Principal Sum
Quadriplegia.....	The Principal Sum
Paraplegia.....	The Principal Sum
Hemiplegia.....	The Principal Sum
Uniplegia.....	One-quarter of the Principal Sum
Coma	A maximum of 96% of the Principal Sum, determined as the lesser of 1% of the Principal Sum for each full continuous month in a Coma or 1% of the difference between the Principal Sum and the amount of any benefits paid for any Loss arising out of the same Accident.

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

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

No Right to Convert

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

Exclusions for Accidental Death & Dismemberment

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

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

- Bodily infirmity or mental or emotional disorder or illness or disease of any kind, or any medical or surgical treatment, diagnostic or preventative care (unless the treatment or care is provided in connection with a Loss).
- Suicide or attempted suicide or intentionally self-inflicted injury.
- Committing or attempting to commit a felony, or engaging in an illegal occupation.
- war or act of war (whether declared or undeclared); service in the armed forces or auxiliary units thereto.
- Participation in any riot or insurrection.
- Being under the influence of any narcotic or intoxicant, unless administered by or taken according to the advice of a Physician.
- aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.
- Serving in the military of any country or subdivision of any country.

In addition, coverage is not provided for a person who is not legally able to work in the United States, its possessions, or in the countries of Canada or Mexico.

Additional Benefit for Child Education

If a benefit due to Your Accidental Loss of life becomes payable under the Policy, We will reimburse the reasonable and necessary expenses actually incurred according to the Additional Benefit stated below for each Dependent Child who is enrolled (or who enrolls within 365 days of Loss) as a full-time student and is under the age of 26 on the date of Your death:

The Child must be:

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

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

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

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

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

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

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

If a benefit due to Your Accidental Loss of Life becomes payable under the Policy, and You do not have a Child eligible for the Additional Benefit for Child Education, a lump sum of \$500 will be paid in accordance with the Beneficiary Provisions of the Policy.

Additional Benefit for Repatriation

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

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

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

Additional Benefit for Seat Belt and Air Bag

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

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

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

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

For the purposes of this Additional Benefit:

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

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

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

Additional Benefit for Common Carrier

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

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

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

General Provisions

Assignment

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

Assignments will become effective on the date You signed and dated the form, subject to any action We may have taken prior to its receipt.

We will have no responsibility:

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

Currency

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

Class Membership

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

Entire Contract

The contract between the parties consists of the Policy, the certificate, the Plan Sponsor's application, and the applications, if any of each Eligible Employee.

Nothing in the group Policy invalidates or impairs any rights granted to the certificateholder in the certificate or under New York law.

Misrepresentation

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

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

Incontestability

We will not use misrepresentations made by an Insured in a written application to contest the validity of the insurance (including an increased amount of insurance or a conversion of insurance) with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during the Insured's lifetime. This section does not prevent Us from using at any time a defense based on:

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

Misstatement of Age

If an Insured's age was misstated, We will use the correct age to determine whether the person was Insured and if so, for what amount and duration.

Errors

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

Agency

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

Changes to Policy

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

If a person who is otherwise eligible for insurance is not Actively at Work on the effective date of the amendment, the effective date with respect to that person will be on the date that he is again Actively at Work. However, if the amendment reduces the amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

It is understood that, if the Policy is amended during a person's continuous period of Disability, the amendment will have no effect on the amount of his insurance during that same continuous period of Disability.

Enforcement of Policy Terms

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

Claims and Payment Provisions

How To Claim Benefits

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

Notice of Claim

Notice of a claim must be given within 90 days after a covered Loss starts. Failure to give notice within such time will not reduce or invalidate a claim if it was not reasonably possible to give such notice and such notice was provided as soon as reasonably possible.

Reference to a “loss” in this provision means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. Written notice can be given to Us at Our Administrative Office or to Our agent. The notice must identify You along with Your Group Policy number, and the name and address of the Claimant.

Claim Forms

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

Filing Claim Forms

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

Time of Payment of Claim

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

Payment of Claims

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

Beneficiary Provisions

Designated Beneficiary Provision

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

The Written statement must be place on file with the Plan Sponsor.

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

The form changing the beneficiary must be given to the Plan Sponsor.

Any designation or change of beneficiary will be effective on the date of its execution; regardless of whether or not You are living at the time it is given to the Plan Sponsor. A beneficiary may not be changed by a Power of Attorney.

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

Alternate Payment Beneficiary Provision

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

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

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

Physical Examinations

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

Proof of Financial Loss

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

- statements of income;
- tax returns, tax statements, and accountants' statements; *and*

- any other Proof that We may reasonably require.

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

Proof of Loss

Due Written Proof of Loss must be given to Us within 90 days after such Loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible.

Legal Actions

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after Written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 2 years after the time Written Proof of Loss is required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim, as explained below.

Reconsideration of a Denied Claim

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

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

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

Release of Information

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

Anthem Life & Disability Insurance Company

Administrative Office

P.O. Box 182361

Columbus, OH 43218-2361

1 (800) 551-7265