VENTURA COUNTY COMMUNITY COLLEGE
DISTRICT

September 1, 2014

Optional Life and Accidental Death and Dismemberment Insurance
COMPLAINT NOTICE

Should you have any complaints or questions regarding your coverage, and this certificate was delivered by a broker, you should first contact the broker. You may also contact us at:

Anthem Blue Cross Life and Health Insurance Company
Customer Service
21555 Oxnard Street
Woodland Hills, CA 91367
1-800-552-2137

If the problem is not resolved, you may also contact the California Department of Insurance at:

California Department of Insurance
Claims Service Bureau, 11th Floor
300 South Spring Street
Los Angeles, California 90013
1-800-927-HELP (4357) – In California
1-213-897-8921 – Out of California
1-800-482-4833 – Telecommunication Device for the Deaf

E-mail Inquiry: “Consumer Services” link at www.insurance.ca.gov
Important Notice: This is an important document and should be kept in a safe place. Sign your name in the space below when you receive this booklet.

________________________________
Signature of Employee
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SUMMARY OF BENEFITS

This summary provides a brief outline of your benefits. You need to refer to the entire certificate, and the policy, for complete information about the benefits, conditions, limitations and exclusions of your plan.

EMPLOYEE LIFE INSURANCE

A benefit is payable under this coverage if you die from any cause. If you are totally disabled when your insurance ends, there are special provisions that may extend your death benefit protection. Under certain conditions, you may convert your life insurance to an individual policy.

Amount for Each Benefit Class:

<table>
<thead>
<tr>
<th>Benefit Class</th>
<th>Amount of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Employees</td>
<td>Increments of $10,000 not to exceed a maximum of the lesser of $500,000 or 500% of your annual earnings.</td>
</tr>
</tbody>
</table>

The DEFINITIONS section explains what earnings mean.

Non-medical Limit on Amount of Insurance: There is a limit on the amount for which you may be insured without submitting health evidence. This is called the Non-medical Limit.

If the amount of insurance for your Class and age at any time is more than the Non-medical Limit, you must give health evidence satisfactory to us before the part over the Limit can become effective. This requirement applies: when you first become insured; when your Class changes; or if the amount for your Class is changed by an amendment to the certificate or an endorsement to the policy. Even if you are insured for an amount over the Limit, you will still have to meet this evidence requirement before any increase in your amount of insurance can become effective. The amount of your insurance will be increased to the amount for your Class and age when we decide the evidence is satisfactory and you meet the actively at work requirement.

Non-medical Limit: $100,000. If the Amount Limitation for this coverage applies at any time to your amount of insurance, that Limitation will also apply to the Non-medical Limit as if it were an amount of insurance.
The amount of insurance that applies is determined as follows:

1. Initial Amount: Your Initial Amount of insurance is determined by the increment of $10,000 that is indicated on your enrollment form. If, on your enrollment form, you fail to indicate which amount of Insurance you are enrolling for, you will be included for coverage at $10,000. Your insurance will become effective when we decide the evidence of insurability is satisfactory and you meet the actively at work requirement.

2. Change in Amount: At any time, you may request that the increment of $10,000 you have selected be changed. You must do this on a form approved by us. The change will be made as of the date determined in a. or b.

   a. If the change would result in an increase in your amount of insurance, the change date will be the first day of the month on which these conditions are met:
      
      i. You have furnished us health evidence with respect to the change;
      
      ii. We decide the evidence is satisfactory; and
      
      iii. You meet the actively at work requirement.

   b. If the change date is not determined under a., it will be the date of request.

Amount Limitation on Account of Age—When you are the limiting age shown below, your amount of insurance is limited. It is the limited percentage of the amount for which you would then be insured if there were no limitation. If you reach a limiting age while insured, this limitation will not apply until the first day of the month following your attainment of that age.

<table>
<thead>
<tr>
<th>Limiting Age</th>
<th>Limited Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>65%</td>
</tr>
<tr>
<td>70</td>
<td>50%</td>
</tr>
</tbody>
</table>

The HOW COVERAGE BEGINS: ELIGIBILITY DATE: DELAY OF EFFECTIVE DATE section does not apply to this provision.
ACCELERATED DEATH BENEFIT

This Accelerated Death Benefit is **NOT** long-term care coverage or nursing home coverage. You may use your Accelerated Death Benefit for any purpose.

**EMPLOYEE LIFE INSURANCE WILL BE REDUCED IF YOU ARE PAID AN ACCELERATED DEATH BENEFIT.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY BE TAXABLE.**

**Amount of Insurance**—Your Accelerated Death Benefit amount is equal to the lesser of:

1. 75% benefit of the amount of Employee Life Insurance to which you are entitled on the date you apply in writing for this benefit; or
2. $250,000.

However, the minimum Accelerated Death Benefit we will pay is $7,500.

For each $7,500 paid to you as an Accelerated Death Benefit the amount of employee life insurance under the *policy* will be reduced by $7,500.

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

**EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The coverage pays benefits for loss of your life, sight, hand, or foot caused by accidental bodily *injury*. The amount payable depends on the type of the loss. The most that will be paid for all losses resulting from *injuries* sustained by you in any one accident is your amount of insurance.

**Amount of Insurance**—An amount equal to your amount of Employee Life Insurance.
DEPENDENTS LIFE INSURANCE

A benefit is payable under this coverage if your family member dies from any cause. Under certain conditions, your life insurance on a family member may be converted to an individual policy.

Amount of Insurance—The amount of Dependents Life Insurance is determined by the classification of your family members, as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Amount of Insurance*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Spouse or Domestic Partner</td>
<td>Increments of $5,000 not to exceed a maximum of $250,000.</td>
</tr>
<tr>
<td>Your children 15 days and over</td>
<td>Increments of $5,000 not to exceed a maximum of $10,000.</td>
</tr>
</tbody>
</table>

*A family member’s amount of insurance may not exceed 50% of the amount of your Employee Life Insurance

Non-medical Limit on Amount of Insurance: There is a limit on the amount for which you may be insured without submitting health evidence. This is called the Non-medical Limit.

If the amount of insurance for your Class and age at any time is more than the Non-medical Limit, you must give health evidence satisfactory to us before the part over the Limit can become effective. This requirement applies: when you first become insured; when your Class changes; or if the amount for your Class is changed by an amendment to the certificate or an endorsement to the policy. Even if you are insured for an amount over the Limit, you will still have to meet this evidence requirement before any increase in your amount of insurance can become effective. The amount of your insurance will be increased to the amount for your Class and age when we decide the evidence is satisfactory and you meet the actively at work requirement.

Non-medical Limit: For the Spouse or Domestic Partner $25,000. If the Amount Limitation for this coverage applies at any time to your amount of insurance, that Limitation will also apply to the Non-medical Limit as if it were an amount of insurance.

The amount of insurance that applies is determined as follows:

1. Initial Amount: Your Initial Amount of insurance is determined by the increment of $5,000 that is indicated on your enrollment form. If, on your enrollment form, you fail to indicate which amount of Insurance you are enrolling for, you will be included for coverage at $5,000.
2. **Change in Amount:** At any time, you may request that the increment of $5,000 you have selected be changed. You must do this on a form approved by us. The change will be made as of the date determined in a. or b.

   a. If the change would result in an increase in your amount of insurance, the change date will be the first day of the month on which these conditions are met:
      
      i. You have furnished us health evidence with respect to the change;
      
      ii. We decide the evidence is satisfactory; and
      
      iii. You meet the *actively at work requirement*.
   
   b. If the change date is not determined under a., it will be the date of request.

**Amount Limitation on Account of Age**—When you are the limiting age shown below, your amount of insurance is limited. It is the limited percentage of the amount for which you would then be insured if there were no limitation. If you reach a limiting age while insured, this limitation will not apply until the first day of the month following your attainment of that age.

<table>
<thead>
<tr>
<th>Limiting Age</th>
<th>Limited Percentage</th>
</tr>
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<tbody>
<tr>
<td>65</td>
<td>65%</td>
</tr>
<tr>
<td>70</td>
<td>50%</td>
</tr>
</tbody>
</table>

Coverage for a spouse or domestic partner will end upon the Employee’s retirement.

The *HOW COVERAGE BEGINS: ELIGIBILITY DATE: DELAY OF EFFECTIVE DATE section* does not apply to this provision.

**GENERAL INFORMATION**

**Contributions**—Your insurance is *contributory insurance*. You will be informed of the amount of your contribution when you enroll.

**Anthem Blue Cross Life and Health’s Address**—

Anthem Blue Cross Life and Health Insurance Company  
Group Services  
P.O. Box 70000  
Van Nuys, California 91470
EMPLOYEE LIFE INSURANCE

DEATH BENEFIT

We will pay a benefit if you die while insured by this coverage. This death benefit will be paid to your beneficiary when due written proof of your death is received by us. The needed claim forms may be obtained from the group or us. See the SUMMARY OF BENEFITS of this certificate for the amount of death benefit to be paid.

Suicide—Applicable to Optional Insurance. The Optional insurance portion of this coverage does not pay for your loss of life if it results from or is caused by suicide:

1. While sane or insane; and
2. Occurs within two years of the date you become an insured person.

If your death is by suicide, we are only required to refund the premiums paid to us by the group. The premiums refunded are those that were paid for your Optional insurance coverage.

BENEFICIARY

Unless you have made an assignment which limits your right to do so (see GENERAL PROVISIONS: ASSIGNMENT), you alone have the right to name your “beneficiary”. That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the group for entry in the plan’s records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit we may have already paid will be deducted from the amount payable to the new beneficiary.

If you name more than one person to share any death benefit, you should tell 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 Provisions

If there is no living beneficiary when your death occurs, or none has been named, the death benefit will be paid to the executors or administrators of your estate. If there is no executor or administrator, we may at our option: (a) pay the benefit to your then living spouse or legally registered domestic partner; or (b) if there is no living spouse or legally registered domestic partner, pay equal shares of the benefit to your then living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living.
It may happen that the person to be paid a benefit (called the "payee") is legally unable to give a valid receipt for the payment. If so, we may elect instead to pay up to $50 of that benefit per month to another person or institution. But that other person or institution must appear to us to have assumed custody and principal support of the payee. Such payments will cease when a claim for the unpaid balance is made by a duly appointed guardian or committee of the payee. We will be discharged to the extent of any such payments made in good faith.

It may be that one or more persons have incurred expenses for your fatal condition or burial. If, in our judgement this is true, then 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, your beneficiary will receive only the unpaid balance of the death benefit. We will be discharged to the extent of any such payments made in good faith.

TOTAL DISABILITY PREMIUM WAIVER

Normally, the group must pay us a premium for each period that you are insured. This section tells how your employee life insurance can be continued without premiums after Elimination Period if you become totally disabled before your 60th birthday.

Here, the term "totally disabled" means that during the Elimination Period, due to an injury or illness:

1. You are unable to do the duties that:
   a. are normally required for the performance of your own or any occupation; and
   b. cannot be reasonably omitted or modified from any occupation; for which you are or may become reasonably qualified by education, training, or experience; and

2. You are receiving medical care and treatment that meets all of the following from a physician for that injury or sickness:
   a. It is received from a physician whose expertise, medical training and clinical experience are suitable for treating your disability;
   b. It is deemed medically necessary and appropriate to meet the needs of your disability;
   c. It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical, research and health care organizations and governmental agencies;
   d. It is consistent with the diagnosis of your condition; and
e. Its purpose is maximizing your medical improvement and aiding in your return to work, if possible.

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.

"Elimination Period" is the period that 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 the consecutive months preceding the date of death. The elimination period begins on the day that you become totally disabled under this coverage.

**Proof Required Within 12 Months**

Within the first 12 months that you are totally disabled, but have not died, due written proof must be given that:

1. You became totally disabled while insured and before your 60th birthday; and that
2. You have continued to be totally disabled for at least the Elimination Period, but less than 12 months.

Such proof may be given by you or someone acting for you. When we receive that proof, we will provide employee life insurance for you without premiums while it is shown that you remain totally disabled.

While your employee life insurance is provided without premiums, due proof that you remain totally disabled will be required at reasonable intervals. Such proof will be required at least once a year. We, at our expense, may also require that you be examined by our physician at reasonable intervals. Such exams by a physician will not be more often than once a year after your insurance has been provided without premiums for two years.

If you die while your employee life insurance is provided without premiums, we will pay a death benefit. Due written proof is required that you remained totally disabled until your death occurred. When that proof is received, we will pay that death benefit to your beneficiary.

**Amount Of Benefit Provided**

The amount of employee life insurance provided for you without premiums will normally be the amount for which you were insured under this coverage when you became totally disabled. But, the SUMMARY OF BENEFITS of this certificate may require that life insurance amounts be reduced at a certain age or upon retirement; in such case, your insurance provided without premiums will be so reduced when those events occur.
One other factor may affect your amount of employee life insurance provided without premiums. A right to convert your life insurance under this coverage to an individual policy is explained later. Any part of your life insurance that you may have converted will not be provided without premiums unless:

1. You were totally disabled when you applied to convert; and
2. You return the individual policy to us with no claim other than a refund of the premiums you paid for it.

**When A Premium Waiver Ceases**

Insurance provided for you without premiums will cease when any of these events occur:

1. You are no longer totally disabled; or
2. Due written proof that you remain totally disabled is not provided when required by us; or
3. You do not allow a physician to examine you when required by us.

Your insurance will also cease if you reach normal retirement age, but not prior to age 65. But an exception will be made if the HOW COVERAGE BEGINS AND ENDS section of this certificate says that your employee life insurance is continued during retirement.

When your insurance without premiums ceases, you may be entitled to the RIGHT TO CONVERT provision explained later in this coverage. That RIGHT TO CONVERT provides insurance for the next 31 days. During that time:

1. If you again become an insured employee, you may not convert your insurance. But your employee life insurance that requires premiums will be resumed.
2. If you do not become an insured employee, you may convert to an individual policy of life insurance. It will be as though your employment had ceased when your insurance without premiums ceased. The things you must do to obtain such a policy are discussed in the RIGHT TO CONVERT provision.

While you are totally disabled, it may happen that:

1. The policy is discontinued; or
2. The policy is changed to terminate employee life insurance.

In either event, while you continue to be totally disabled, you will have the same rights as though this life insurance was still in effect.
RIGHT TO CONVERT

If your employee life insurance ceases or is reduced, you could have a right to "convert" that group insurance to an individual policy. This section tells when you may acquire that right. **Note that your prompt application is required at that time.**

Changes In Your Status

You can obtain an individual policy of life insurance if all or part of your employee life insurance under the policy ceases for certain reasons. Those reasons are:

1. Termination of your active employment with the group;
2. Your transfer to a class of ineligible employees or a class of employees with a smaller amount of life insurance; or
3. Your attainment of an age at which the coverage requires life insurance to be reduced.

Health evidence will not be required. But you must apply in writing and pay the first premium to us within 31 days after that employee life insurance ceased.

Such an individual policy will not include disability benefits. The policy shall be one of the forms then normally being issued by us except term insurance. At your option, the amount of your policy may equal or be less than your employee life insurance that ceased under the group policy, but, not less than $2,000. The premium will be determined by the form and amount of your policy, as well as by your class of risk and age on its effective date.

Group Policy Termination Or Change

All or part of your employee life insurance under this plan may cease because:

1. The policy is terminated; or
2. The policy is changed to exclude your class of employees.

If you are totally disabled (as defined below) when your insurance ceases for one of these reasons, you may exercise this RIGHT TO CONVERT just as though your status had changed as discussed before in this section. But the amount of your individual policy will not exceed: (a) the amount of your employee life insurance that ceased under this plan; reduced by (b) any amount of life insurance for which you are or become eligible under this or another group insurance plan within the next 31 days.
If you are not totally disabled when your insurance ceases for one of these reasons, you may obtain an individual policy only if: (a) you have been insured by this plan for at least five years; and (b) your employee life insurance was not fully replaced by this or another group insurance plan within the next 31 days. If these conditions are met, all other terms of this RIGHT TO CONVERT will apply as though your status had changed; but the amount of your individual policy will not exceed $2,000.

As used here, the term "totally disabled" means that an injury or illness prevents you from performing any occupation for which you are qualified by education, training or experience. If you can engage in any such occupation, you are not deemed to be "totally disabled".

Death While Eligible To Convert

Any individual policy issued to you under this RIGHT TO CONVERT provision will become effective at the end of the 31 day period allowed for you to apply. If you should die during that 31 days, a death benefit will be paid by this coverage. This is true regardless of whether you applied for an individual policy. The amount of benefit payable will be the full amount you were entitled to convert. The benefit will be paid to the beneficiary you last named, whether for the group policy or a conversion policy.

ACCELERATED DEATH BENEFIT

The policy provides an accelerated death benefit. You may elect to receive a portion of your employee life insurance benefit while you are still living. This accelerated death benefit will be paid, provided:

1. You are in a class eligible for this benefit as shown in the SUMMARY OF BENEFITS;
2. You elect the benefit in writing on the form provided by us;
3. You submit to us written certification from a physician that you have a life expectancy of 12 months or less, and we approve this certification.

We reserve the right to have you examined by one or more physicians of our choice in connection with your claim for a accelerated death benefit. Such an examination will be done at our expense.

See the SUMMARY OF BENEFITS in this certificate to determine the maximum amount of accelerated death benefit you may elect.
Payment Provisions

The accelerated death benefit must be paid to you during your lifetime. You may elect less than the maximum benefit, but you can receive an accelerated death benefit only once. Payment will be made in one lump sum to you. If you have received an accelerated death benefit and then you recover from the qualifying condition, you will not be required to refund the benefit paid to you.

Effect of Payment on Other Benefits

The amount of your employee life insurance will be reduced by the amount of accelerated death benefit paid to you. The remaining employee life insurance benefit, if any, will be paid in accordance with the terms of the policy. Any amount of employee life insurance you may have a right to convert, as explained later in this coverage, will be reduced by the amount of accelerated death benefit paid to you. The accelerated death benefit paid to you does not affect the amount of your employee accidental death and dismemberment insurance.

Payment of Premium

Premium payments must continue, and will be based on the reduced amount of your employee life insurance.

When the group stops paying premium for you, you are no longer eligible for an accelerated death benefit unless:

1. Your physician certifies that the qualifying condition was present before the date that premium payments ceased;

2. Your physician certifies that you have a life expectancy of 12 months or less from the date that premium payments ceased; and

3. You apply for an accelerated death benefit within 31 days from the date that premium payments ceased.

However, you will again be eligible for an accelerated death benefit when you are approved for the TOTAL DISABILITY PREMIUM WAIVER which is explained in this coverage.

Exclusions

The accelerated death benefit will not be paid if:

1. You submit written certification from your physician that you have a life expectancy of 12 months or less, and we disapprove this certification;
2. The reason for your life expectancy being 12 months or less is due to:
   a. Your attempted suicide, while sane or insane; or
   b. Your intentionally self-inflicted injury;
3. You have received an accelerated death benefit under the policy;
4. You are required by law or court order to use your employee life insurance benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
5. You live in a community property state, and we have not received consent in writing from your spouse;
6. You are divorced, and as a part of your court approved divorce agreement all or part of your employee life insurance must be paid to your children or former spouse; or
7. You have assigned your rights under the employee life insurance coverage to an assignee or an irrevocable beneficiary, and we have not received consent, in writing, that the assignee or irrevocable beneficiary has agreed to payment of the accelerated death benefit to you.
EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

ACCIDENTAL DEATH BENEFIT

We will pay a benefit if your death occurs under these conditions:

1. the death is a result of your accidental injury; and
2. the injury occurred while you were insured by this coverage; and
3. the death occurred within 180 days of the injury.

This accidental death benefit will be paid when we receive due written proof that your death occurred under the conditions stated in this section. The benefit will be paid to your beneficiary. This benefit is the "full amount" of your accidental death and dismemberment insurance in effect under the terms of the SUMMARY OF BENEFITS of this certificate on the date the accident occurred.

BENEFIT FOR LOSS OF FINGERS, HAND, FOOT, HEARING, SPEECH OR SIGHT OR LOSS OF USE DUE TO QUADRIPLEGIA, PARAPLEGIA, HEMIPLEGIA OR UNIPLEGIA

We will pay a benefit if you incur the permanent loss of a finger, hand, foot, hearing, speech, or sight or loss of use due to paralysis of the arms and/or legs under these conditions:

1. The loss is a result of your accidental injury which occurred while you were insured by this coverage; and
2. The loss occurred within 365 days of the injury; and
3. An accidental death benefit is not payable by this coverage for the same accident.

The benefit will be paid to you when we receive due written proof of a loss as specified in this section. Your "full amount" of accidental death and dismemberment insurance will be determined under the terms of the SUMMARY OF BENEFITS of this booklet as of the date the accident occurred. The benefit to be paid is that full amount or a fraction of it as shown in the schedule below. Payment will be made for each loss without regard to prior losses. But, the total benefit to be paid for two or more losses in any one accident will not exceed your full amount of accidental death and dismemberment insurance under the policy on the date the accident occurred.
SCHEDULE OF LOSSES AND BENEFITS

Your full amount of coverage is payable for:

- The permanent loss of both hands; or
- The permanent loss of both feet; or
- The permanent loss of sight of both eyes; or
- The permanent loss of one hand and sight of one eye; or
- The permanent loss of one foot and sight of one eye; or
- The permanent loss of one hand and one foot; or
- The permanent loss of hearing and speech; or
- Quadriplegia; or
- Paraplegia; or
- Hemiplegia.

One-half of your full amount is payable for:

- The permanent loss of one hand; or
- The permanent loss of one foot; or
- The permanent loss of sight of one eye; or
- The permanent loss of hearing in both ears; or
- The permanent loss of speech.

One-quarter of your full amount is payable for:

- The permanent loss of thumb and index finger of same hand; or
- The permanent loss of thumbs of both hands; or
- The permanent loss of all four fingers of one hand; or
- Uniplegia.

One-eighth of your full amount is payable for:

- The permanent loss of the toes of one foot.

Reference to loss of a hand means severance at or above the wrist. Reference to loss of a foot means severance at or above the ankle. Reference to loss of sight means total loss of sight which cannot be recovered. Reference to loss of hearing means total loss of hearing which cannot be recovered. Reference to loss of speech means total loss of speech which cannot be recovered. Reference to loss of thumb and index finger or all four fingers of one hand means severance at or above the metacarpophalangeal joints. Reference of loss of toes of one foot means severance at or above the metatarsophalangeal joints. Reference to quadriplegia means total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
Reference to paraplegia means total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
Reference to hemiplegia means total paralysis of upper and lower on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.
Reference to uniplegia means total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

EXCLUSIONS

No benefit will be paid by this coverage for a death or loss that results from, or that is caused directly, wholly or partly by:

1. An *illness* or mental *illness*.
2. Medical or surgical treatment of *illness*, whether the loss results directly or indirectly from the treatment;
3. Any infection, unless it is pyogenic and occurs through and at the time of an accidental cut or wound;
4. Suicide or attempted suicide, while sane or insane.
5. Intentional self-injury.
6. Commission of, or attempt to commit, an assault or felony.
7. A war, or any act of war.
   “War” means declared or undeclared war and includes resistance to armed aggression.
8. Participation in a riot.
   “Riot” means all forms of public violence, disorder, or disturbance of the public peace by three or more persons assembled together. It does not matter whether there was common intent or not and it does not matter whether or not damage to person or property or unlawful act was the intent or the consequence of such disorder.
9. Being under the influence of any drug or substance. Conviction is not necessary for determination of being under the influence. This does not apply if you are using a drug or substance prescribed for you by a *physician*.
   “Drug or substance” means any drug, narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as such act now exists, or is amended from time to time.
10. Being intoxicated. Conviction is not necessary for determination of being intoxicated.

"Intoxicated" means being legally intoxicated as determined by the laws of the jurisdiction where the accident occurred.

ADDITIONAL BENEFIT FOR COMA

Employee Only

We will pay a benefit if you enter a coma under these conditions:

1. The coma is a result of your accidental injury which occurred while you were insured by this coverage; and

2. The coma lasts continuously for at least 31 days.

The additional amount payable due to a coma is the lesser of:

- 1% of the full amount of accidental death and dismemberment insurance determined by the SUMMARY OF BENEFITS for each month that you are in a coma; or

- 1% of the difference between the full amount of insurance and the amount of any benefits paid for any loss other loss arising out of the same accident and payable under this coverage.

In no event shall the total amount paid for all benefits exceed the full amount of insurance.

The additional benefit will be payable annually for each month of continuous coma, but, in no event more than 96 months on behalf of you. No benefit will be payable after the comatose condition has ceased, whether by death, recovery or any other change of condition.

The Additional Benefit for Coma will be calculated at 1/30th of the monthly Additional Benefit for Coma for each day during a period of coma of less than a full month.

If, after qualifying for the Additional Benefit for Coma, you suffer another loss covered under this coverage, due to the same accident that caused the comatose condition, the benefit paid for such other loss will be the benefit stated in the Schedule of Losses and Benefits reduced by the total amount of benefits paid, including this Additional Benefit for Coma paid, with respect to you as a result of that accident. If you continue to qualify for an Additional Benefit for Coma after such other loss, the amount of Additional Benefit for Coma will be re-determined in accordance with the calculation stated above. Only one Additional Benefit for Coma will be paid for any one month of a coma, regardless of the number of injuries contributing to or causing the coma.
We will require monthly proof of the continuing comatose condition. We retain the right to investigate to determine whether the coma exists and continues.

The Additional Benefit for Coma for the employee will be paid to the beneficiary if the employee is dead. If the employee is in a coma at the time of payment, the Additional Benefit for Coma will be paid to the court appointed legal guardian or conservator of your finances.

“Coma” and “Comatose” mean a profound state of unconsciousness from which you cannot be aroused to consciousness, even by powerful stimulation, as determined by a physician. You must be confined in a medical facility during a coma.

**ADDITIONAL BENEFIT FOR ACCIDENTAL INJURY WHILE USING A COMMON CARRIER FOR TRANSPORTATION**

This benefit is payable for your loss if a benefit is otherwise payable for the loss under the other terms of this coverage or would be payable except for the Limitation Per Accident of those terms. But, this benefit is payable only if you sustained the accidental injury resulting in the loss while a fare paying passenger in or on a public vehicle provided by a common carrier for passenger service.

The additional amount payable is equal to your 25% of your amount of insurance under this coverage.

**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.

**ADDITIONAL BENEFIT FOR REPATRIATION OF REMAINS**

This additional benefit is payable if a benefit is payable for your loss of life under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of these terms. But, this benefit is only payable if the following conditions are met:

1. Your accidental death occurred more than 75 miles from your principal residence.
2. One or more persons have incurred expenses for the preparation and transportation of your remains to a mortuary for burial. We will pay an additional benefit toward reimbursement of the expenses incurred by the person or persons who incurred them preparing and transporting your remains to a mortuary for burial. The total amount of the additional benefit for repatriation of remains will not be more than $5,000.

**ADDITIONAL BENEFIT FOR USING A SEAT BELT**

This additional benefit is payable for your loss of life if a benefit is payable for the loss under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. But, this benefit is payable only if all of these conditions are met:

1. You were a driver or passenger in a motor vehicle.
2. The motor vehicle you were riding in was being operated by a licensed driver.
3. The driver of the motor vehicle you were riding in was not:
   a. Intoxicated;
   b. Impaired; or
   c. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas, fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as it now exists or may be amended from time to time.

Intoxication and impairment will be determined by the laws of the state where the accidental injury was sustained. For the purpose of this part, it is not necessary for a person to be convicted of being intoxicated, impaired, or under the influence to prove such a condition existed.

4. At the time of the accident, you were using an unaltered seat belt or lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration, which had been properly installed according to the manufacturer’s specifications.

5. Conclusive proof, such as a police accident report, is provided that the belt or restraint was being worn by you at the time of the accident.

The additional amount payable is equal to 10% of your amount of insurance under this coverage, but, not more than $15,000.
ADDITIONAL BENEFIT FOR HAVING AN AIR BAG

This additional benefit is payable for your loss of life if a benefit is payable for the loss under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. But, this benefit is payable only if all of these conditions are met:

1. You were a driver or passenger in a motor vehicle.
2. The motor vehicle you were riding in was being operated by a licensed driver.
3. The driver of the motor vehicle you were riding in was not:
   a. Intoxicated;
   b. Impaired; or
   c. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas, fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as it now exists or may be amended from time to time.

Intoxication and impairment will be determined by the laws of the state where the accidental injury was sustained. For the purpose of this part, it is not necessary for a person to be convicted of being intoxicated, impaired, or under the influence to prove such a condition existed.

4. At the time of the accident, you were riding in a vehicle with an unaltered air bag approved by the National Highway Traffic Safety Administration, which had been properly installed according to the manufacture’s specifications.

5. Conclusive proof, such as a police accident report, is provided that the air bag was operational at the time of the accident.

The additional amount payable is equal to 10% of your amount of insurance under this coverage, but, not more than $10,000.

ADDITIONAL BENEFIT FOR YOUR CHILDREN’S EDUCATION

We will pay an additional benefit for the education of certain of your children if a benefit is payable for your loss of life under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. This benefit is payable only if, at your death, you have a child who is:

1. A full-time student in a college or technical school program; or
2. In the 12th grade of high school and will become a full-time student in a college or technical school program within 12 months of your death.

The additional amount payable to a child is the lowest of the following amounts:

- 5% of your amount of insurance under this coverage for each child;
- $5,000 per year for each child;
- $40,000 for all of your qualified children and all years;
- The amount of expense actually incurred.

This additional benefit will not exceed a maximum of 4 years, which must run consecutively from the date of your death, with respect to any one child.

The initial benefit installment will be paid when your child provides written proof that he or she is a full-time student in a college or technical school program. Subsequent installments will be made each year provided your child continues to provide written proof that he or she is still a full-time student in a college or technical school program. The benefit will not be paid for expenses incurred prior to your death, or for room, board or other ordinary living, traveling or clothing expenses. If your child is a minor, your child's legal guardian may file due written proof that your child is a full-time student in a college or technical school program. Payment to the legal guardian will discharge our responsibility with respect to the amount so paid.

**BENEFICIARY**

Unless you have made an assignment which limits your right to do so (see GENERAL PROVISIONS: ASSIGNMENT), you alone have the right to name your "beneficiary". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the group for entry in the plan's records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit we may have already paid will be deducted from the amount payable to the new beneficiary.

If you name more than one person to share any death benefit, you should tell 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 Provisions

If there is no living beneficiary when your death occurs, or none has been named, the death benefit will be paid to the executors or administrators of your estate. If there is no executor or administrator, the insurer may at its option: (a) pay the benefit to your then-living spouse or domestic partner; or (b) if there is no living spouse or domestic partner, pay equal shares of the benefit to your then-living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living.

NO RIGHT TO CONVERT

If your Employee Accidental Death and Dismemberment Insurance ceases or is reduced, you can not "convert" that group insurance to an individual policy.
DEPENDENTS LIFE INSURANCE

DEATH BENEFIT

We will pay a benefit upon the death of a family member for whom you have insurance under this coverage. This death benefit is payable to you when we receive due written proof of the family member’s death. The required claim forms will be provided by the group or us. The Summary of Benefits of this certificate shows the amount of death benefit to be paid.

Family members are defined in the HOW COVERAGE BEGINS AND ENDS section of this certificate.

RIGHT TO CONVERT

If a family member’s life insurance under the group policy ceases, he or she could have a right to "convert" that group insurance to an individual policy. This section tells when the family member may acquire that right. Note that prompt application is required at that time.

Ceasing Qualification For Group Coverage

A family member can obtain an individual policy of life insurance if his or her group life insurance under the policy ceases for certain reasons. Those reasons are:

1. Your death or termination of employment;
2. Your transfer to an ineligible class of employees or a class of employees with a smaller amount of life insurance which results in smaller amounts of dependents life insurance;
3. Your insured spouse’s divorce or annulment of marriage;
4. The end of your insured domestic partner’s domestic partnership with you; or
5. your insured child ceases to be a family member.

Health evidence of the family member will not be required. But the family member must apply in writing and pay the first premium to us within 31 days after his or her insurance ceased. If the family member is a minor or otherwise legally unable to apply, you or another legal guardian may apply on the dependent's behalf.

The individual policy will insure the family member only and will not include disability benefits. The policy shall be one of the forms then normally being issued by us except term insurance.
At the family member's option, the amount of the policy may equal or be less than his or her dependent life insurance that ceased under the policy. The premium will be determined by the form and amount of the dependent's policy, as well as his or her class of risk and age on its effective date.

**Group Policy Termination Or Change**

A family member's life insurance under the policy may cease because:

1. The policy is terminated; or
2. The policy is changed to exclude your class of employees.

In such event, the family member has the right to obtain an individual policy of life insurance under certain conditions. One condition is that the family member has been insured by this coverage for at least five years. The other condition is that his or her dependent life insurance was not fully replaced by this or another group insurance plan within the next 31 days. If both of these conditions are met, all other terms of this RIGHT TO CONVERT provision will apply as though your employment had terminated; but the amount of the family member's individual policy will not exceed $2,000.00.

**Death While Eligible To Convert**

Any individual policy issued to a family member under this RIGHT TO CONVERT will become effective at the end of the 31 day period allowed for him or her to apply. If the family member should die during that 31 days, a death benefit will be paid by the policy. This is true regardless of whether or not the family member applied for an individual policy. The amount of benefit payable will be the full amount he or she was entitled to convert.

If the family member has applied for a policy under this RIGHT TO CONVERT, the benefit will be payable to the beneficiary he or she named. Otherwise, the benefit will be paid to you. But if the payee was not living when the family member's death occurred, the benefit will be paid to the family member's estate.
PORTABILITY OF INSURANCE

Insurance provided under this Benefit is not subject to the Waiver of Premium Benefit.

BENEFIT

Portability of insurance is the continuation of some or all of Your and Your Insured Dependent’s Optional Life Insurance coverage after termination of Your employment while the Policy is in force. The premium for the Portable coverage will be determined by the Policy type, Your and Your Insured Dependent’s risk classification, Our published rates in effect and Your and Your Insured Dependent’s Policy age at the time of application. Premium rates will increase annually on Your date of birth. You must pay the Premium for the Portable coverage directly to Us. You must apply for, and be eligible for, this coverage pursuant to the following terms of this provision.

Portable coverage is not available for Your Basic Life Insurance, Your Insured Dependent’s Basic Life Insurance coverage, or any Accidental Death and Dismemberment coverage.

DEFINITIONS FOR PORTABILITY PROVISION

Disability, for the purposes of this provision, means that You are unable to work and are unable to perform the substantial and material duties of any occupation for which You are qualified by education, training or experience.

Group Portable Insurance Trust Policy means the trust policy under which the Portable coverage is issued. Provisions of the Portable Insurance Trust Policy may differ from the provisions of Your Plan Sponsor’s Group Policy.

Period of grace with respect to payment of each premium will be 31 days after the date on which it is due. The Portable coverage will remain in force during the Period of grace unless terminated in accordance with the Termination of Policy provision. In any event, premiums are payable for any period of grace during which the Portable coverage continues in force.

Retirement Date means the date You begin receiving retirement benefits which You are eligible to receive as a result of past employment, whether or not the retirement benefits were funded in whole or in part by a previous employer. This also includes retirement income from any federal, state, municipal or association plan, or You attain normal retirement age under the 1983 United States Social Security Act, and any amendments thereto.
**Policy Age** means Your or Your Insured Dependent’s age calculated by subtracting the year of Your or Your Insured Dependent’s birth from the current year as of the date of Your or Your Insured Dependent’s election.

**Portable coverage** is the insurance coverage provided, if applicable, by the Portability of Insurance provision.

**WHO MAY BECOME INSURED**

You and Your Insured Dependents must satisfy all of the following conditions in order to elect Portable coverage:

- You and Your Insured Dependents were insured by Us for at least 12 months.
- Your and Your Insured Dependent’s Optional Life insurance provided by the other terms of the Policy has terminated due to termination of Your employment and prior to any termination of Your Class of coverage, the Policy, or Your employer’s agreement with Us as outlined in the Policy.
- You and Your Insured Dependents are under 65 years of age.
- You did not terminate employment due to a Disability and You have not attained Your Retirement Date.
- Your Insured Dependents will also be allowed to apply for Portable coverage so long as You elect Portable coverage.

**HOW AND WHEN YOUR AND YOUR INSURED DEPENDENT’S INSURANCE WILL CONTINUE**

You must elect by Written application to continue coverage under this provision and the Group Portable Insurance Trust Policy within the 31 day period immediately following the date on which Your and Your Insured Dependent’s insurance terminated.

If the premium and application are received by Us within this period, Portable coverage will take effect on the 32nd day immediately following the date of termination.

An application to become insured must be completed on a form approved for that purpose by Us. It must be received by Us at Our Administrative Office within the 31 day time period.
AMOUNT OF PORTABLE COVERAGE

Your amount of Portable coverage will be no more than 100% of the amount of Optional Life insurance in effect on the date You or Your Insured Dependents are eligible under this provision less any amount converted under the Conversion provision.

You and Your Insured Dependents may not increase or decrease the amount of Portable coverage after Your election.

The amount of insurance and benefits applicable to You and Your Insured Dependents will be shown on the coverage statement that We will issue to You.

No amount or type of coverage will be eligible to be continued under this Portability option unless such amount and type of coverage is elected on the initial Written application for Portable coverage. No amount or type of coverage may be included in the Portable coverage if You were not insured for the same amount and type of coverage at the time Your employment or eligibility under the Policy terminated and You became eligible for Portable coverage.

PREMIUM RATE CHANGES FOR PORTABLE COVERAGE

We may change premium rates for Portable coverage at any time for reasons which affect Our risk assumed, including but not limited to the following:

- Changes occur in the coverage levels.
- Changes occur in the overall use of benefits by all Insureds.
- Changes occur in other risk factors.
- A new law or change in existing law occurs which affects the risk assumed.

The change in premium rates will be made on a class basis according to Our underwriting risk assessments. We will notify You in Writing at least 31 days before a premium rate is changed.

REDUCTIONS

Reductions in the amount of Portable coverage will occur in accordance with the Age Reductions outlined in this Certificate.
WHEN PORTABLE COVERAGE AND PORTABLE COVERAGE ELIGIBILITY ENDS

Any Portable coverage in effect, and all eligibility for new Portable coverage ends on the earliest date shown below:

- On the last day of the period for which premiums have been paid in accordance with the Period of grace.
- On the day before the Insured enters active full-time service in any naval, military or air force.
- On the date on which You request, in Writing, to have the insurance terminated.
- On the date the Insured attains his or her Retirement Date.
- On the date of the Insured’s 70th birthday.
- On the date of the termination of the Group Portable Insurance Trust Policy.

In addition to the above, any Dependent’s Portable coverage in effect, and all eligibility for new Dependent Portable coverage ends on the earliest date shown below:

- On the date on which You ask to have the insurance on Your Dependents terminated.
- On the date on which the Dependent’s insurance under the Policy is no longer in force.
- When the Dependent ceases to be an Eligible Dependent as defined in the Group Portable Insurance Trust Policy.
- On termination of Your insurance under the Group Portable Insurance Trust Policy.
- Upon Your death.

The Insured or the Insured’s legal representative must notify Us in Writing within 31 days after the date on which an event described above occurs.

Portable coverage that has been terminated cannot be reinstated. The Insured may have the right to convert his or her Life Insurance coverage as described in the Group Portable Insurance Trust Policy.

If You elect Portable coverage and You again become an Eligible Employee of the Plan Sponsor, Your and Your Insured Dependent’s Portable coverage will end when You become eligible under the Plan Sponsor’s Group Policy.
HOW COVERAGE BEGINS AND ENDS

HOW COVERAGE BEGINS

ELIGIBLE STATUS

1. **Insured Employees.** Permanent *full-time employees* are eligible to enroll as *insured employees*. A *full-time employee* is one who works at least 20 hours a week in the conduct of the business of the *group*.

2. **Family Members.** The following are eligible to enroll as *family members*: (a) Either the *employee’s spouse* or *domestic partner*; and (b) A *child*.

Definition of Family Member

1. **Spouse** is the *employee’s spouse* under a legally valid marriage between persons of the opposite sex. Spouse does not include any person who is: (a) covered as an *insured employee*; or (b) in active service in the armed forces.

2. **Domestic partner** is the *employee’s domestic partner* under a legally registered and valid domestic partnership. Domestic partner does not include any person who is: (a) covered as an *insured employee*; or (b) in active service in the armed forces.

3. **Child** is the *employee’s, spouse’s or domestic partner’s natural child, stepchild, or legally adopted child*, subject to the following:
   a. The child is 15 or more days old, but, under 26 years of age.
   b. A child who is in the process of being adopted is considered a legally adopted child if we receive legal evidence of both: (i) the intent to adopt; and (ii) that the *employee, spouse or domestic partner* have assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child’s adoption.
   c. The term “child” does not include: (i) any child for whom the *employee, spouse or domestic partner* is the legal guardian, but who is not the *employee’s, spouse’s or domestic partner’s natural child, stepchild or adopted child*; (ii) any person who is covered as an *employee*; or (iii) any person who is in active service in the armed forces.
   d. If both parents are covered as *employees*, their children may be covered as the *family members* of either, but not of both.
ELIGIBILITY DATE

1. For Employees: You become eligible for coverage in accordance with rules established by your employer. For specific information about your employer's eligibility rules for coverage, please contact your Human Resources or Benefits Department.

If, after you become covered under this plan, you cease to be eligible due to termination of employment, and you return to an eligible status within six months after the date your employment terminated, you will become eligible to re-enroll for coverage on the first day of the month following the date you return.

2. For Family Members: You become eligible for coverage on the later of: (a) the date the employee becomes eligible for coverage; or, (b) the date you meet the family member definition.

APPLICATION FOR ENROLLMENT

To enroll as an employee, or to enroll family members, you must properly file an application. An application is considered properly filed, only if it is personally signed, dated, and given to the group within 31 days from your eligibility date. If you do not properly file your application, your coverage may be denied.

EFFECTIVE DATE

Your Effective Date

Your effective date of coverage is subject to following requirements. If these requirements have been met, the date you become covered is your eligibility date.

Requirements referred to above:

1. You are eligible to be an insured employee;

2. Your class is included for that insurance;

3. You have met any health evidence requirement to be an insured employee;

4. Your insurance is not being delayed under the DELAY OF EFFECTIVE DATE section below; and

5. That insurance coverage is part of the policy.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.
When health evidence is required. In any of these situations, you must give health evidence to us. This requirement will be met when we decide the evidence is satisfactory.

1. If the insurance is contributory:
   a. You enroll more than 31 days after you are first eligible.
   b. You enroll after any of your insurance under the policy ends because you did not pay a required contribution.
2. You wish to become insured for life insurance and have an individual life insurance policy which you obtained by converting your insurance under a coverage on the policy.
3. You have not met a previous health evidence requirement to become insured under any Anthem Blue Cross Life and Health policy covering employees of the group.

Your Family Members Effective Date

Timely Enrollment. If you enroll for coverage before, on, or within 31 days after your eligibility date, then your coverage for family members will begin on the later of: (a) the date your coverage begins, or (b) the first day of the month after the family member becomes eligible; and these requirements have been met.

Requirements referred to above:

1. You are in a class eligible for that insurance.
2. You are insured for Employee Term Life Insurance of the policy.
3. You have met any health evidence requirement for that family member.
4. Your insurance for that family member is not being delayed under the DELAY OF EFFECTIVE DATE section below.
5. Dependents insurance under that coverage is part of the policy.

You must enroll on a form approved by us and agree to pay the required contributions.

At any time, the dependents insurance benefits for which you are insured are those for your class, unless otherwise stated.
When health evidence is required. In any of these situations, you must give health evidence to us for a family member. This requirement will be met when we decide the evidence is satisfactory.

1. If you enroll for insurance on family members under a coverage more than 31 days after you are first eligible for the insurance. The requirement will apply to each family member you have when you enroll.

2. You enroll for insurance on your family members after any insurance under the policy ends because you did not pay a required contribution. The requirement will apply to each family member you have when you enroll.

3. The family member is a person for whom a previous health evidence requirement has not been met. The health evidence was required for that person to become covered for an insurance, as a family member or an insured employee. That insurance is or was under any Anthem Blue Cross Life and Health policy for employees of the group.

While you are insured for dependents insurance under a coverage, the health evidence requirement will not apply to a new dependent.

Change in Family Status. It is important that you inform the group promptly when you first acquire a family member. You should also inform the group if your dependents insurance status changes from one to another of these categories:

- No family members.
- Family members.

Forms are available for reporting these changes.

DELAY OF EFFECTIVE DATE

For Employee Insurance

Your insurance under a coverage will be delayed if you do not meet the actively at work requirement on the day your insurance would otherwise begin. Instead, it will begin on the first day you meet the actively at work requirement and other requirements for the insurance. The same delay provision will apply to any change in your insurance that is subject to this section. If you do not meet the actively at work requirement on the day that change would take effect, it will take effect on the first day you meet that requirement.
For Dependents Term Life Insurance

A family member may be confined for medical care or treatment, at home or elsewhere. If a family member is so confined on the day that your insurance under a coverage for that family member, or any change in that insurance that is subject to this section, would take effect, it will not then take effect. The insurance or change will take effect upon the family member's final medical release from all such confinement. The other requirements for the insurance or change must also be met.

Important Note for Newborn and Newly-Adopted Children. If the insured employee (or spouse or domestic partner, if the spouse or domestic partner is enrolled) is already covered: (1) any child born to the employee, spouse or domestic partner will be covered from 15 days of age; and (2) any child being adopted by the employee, spouse or domestic partner will be covered from the later of the date on which: (a) the child is 15 days of age; or (b) the employee, spouse or domestic partner assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child’s adoption.

HOW COVERAGE ENDS

Your coverage ends, without notice from us, as provided below:

1. If the policy terminates, your coverage ends at the same time. The policy may be canceled or changed without notice to you.

2. If the group no longer provides coverage for the class of insured persons to which you belong, your coverage ends on the effective date of that change. If this policy is amended to delete coverage for family members, a family member’s coverage ends on the effective date of that change.

3. Coverage for family members ends when the employee’s coverage ends.

4. Coverage ends at the end of the period for which premium has been paid to us on your behalf when the required premium for the next period is not paid.

5. If you voluntarily cancel coverage at any time, coverage ends on the premium due date coinciding with or following the date of voluntary cancellation, as provided by written notice to us.

6. If you no longer meet the requirements set forth in the "Eligible Status" provision of HOW COVERAGE BEGINS, your coverage ends as of the premium due date coinciding with or following the date you cease to meet such requirements.
Exceptions to Item 6:

a. **Leave of Absence.** If you are an *insured employee* and the *group* pays premium to us on your behalf, your coverage may continue: (i) for up to three months during a temporary leave of absence approved by the *group*; (ii) for up to six months during a temporary leave of absence due to *illness* or *injury*; or (iii) during a leave of absence that is in compliance with the Family Medical Leave Act. These time periods may be extended if required by law.

b. **Handicapped Children.** If a *child* reaches the age limits shown in the "Eligible Status" provision of this section, the *child* will continue to qualify as a *family member* if he or she is (i) covered under this *plan*, (ii) still financially dependent on the *insured employee, spouse or domestic partner*, and (iii) incapable of self-sustaining employment due to a physical handicap or mental retardation. A *physician* must certify this disability in writing. We must receive the certification, at no expense to us, within 31 days of the date the *child* otherwise becomes ineligible. When a period of two years has passed, we may request proof of continuing dependency and disability, but not more often than once each year. This exception will last until the *child* is no longer handicapped or dependent on the *insured employee, spouse or domestic partner* for financial support. A *child* is considered financially dependent if he or she qualifies as a dependent for federal income tax purposes.

**Note:** If a marriage or domestic partnership terminates, the *employee* must give or send to the *group* written notice of the termination. Coverage for a former *spouse or domestic partner*, and their dependent *children*, if any, ends according to the "Eligible Status" provisions. If Anthem Blue Cross Life and Health suffers a loss because of the *employee* failing to notify the *group* of the termination of their marriage or domestic partnership, Anthem Blue Cross Life and Health may seek recovery from the *employee* for any actual loss resulting thereby. Failure to provide written notice to the *group* will not delay or prevent termination of the marriage or domestic partnership. If the *employee* notifies the *group* in writing to cancel coverage for a former *spouse or domestic partner* and the *children* of the *spouse or domestic partner*, if any, immediately upon termination of the *employee’s* marriage or domestic partnership, such notice will be considered compliance with the requirements of this provision.

You may also be entitled to continued benefits under terms which are specified elsewhere under EMPLOYEE LIFE INSURANCE: TOTAL DISABILITY PREMIUM WAIVER and RIGHT TO CONVERT.
In addition, you may be entitled to continued benefits for your family members under terms which are specified elsewhere under DEPENDENTS LIFE INSURANCE: RIGHT TO CONVERT.
GENERAL PROVISIONS

ASSIGNMENT

You may wish to assign ownership of any death benefits to someone else. The policy 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; and (c) any accidental death insurance under this plan. 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. We will not decide if an assignment does what it is intended to do. We assume no liability for the validity of any assignment and may rely solely on the assignee's statement as to his interest. Any such assignment will take effect for us only on the date it is received at our Home Office.

This paragraph applies only to insurance for which you had the right to choose a beneficiary, when you have assigned that right. If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no beneficiary chosen by the assignee, it will be payable to:

1. The assignee, if living; or
2. The estate of the assignee, if the assignee is not living.

It will not be payable as stated in the BENEFICIARY section.

CLAIM PROVISIONS

Notice of Claim. You, or someone on your behalf, must give us written notice of a claim within 20 days after you incur a loss under this plan, or as soon as reasonably possible thereafter.

Claim Forms. After we receive a written notice of claim, we will give you any forms you need to file proof of loss. If we do not give you these forms within 15 days after you have filed your notice of claim, you will not have to use these forms, and you may file proof of loss by sending us written proof of the occurrence giving rise to the claim. Such written proof must include the extent and character of the loss.

Proof of Loss. You must send us properly and fully completed claim forms within 90 days of the date you receive the service or supply for which a claim is made. If it is not reasonably possible to submit the claim within that time frame, the claim will still be considered valid if the proof is submitted as soon as reasonably possible. Except in the absence of legal capacity, we are not liable for the benefits of the plan if you do not file claims within the required time period. We will not be liable for benefits if we do not receive written proof of loss on time.
Timely Payment of Claims. Any benefits due under this plan shall be due once we have received proper, written proof of loss, together with such reasonably necessary additional information we may require to determine our obligation.

Physical Examination. At our expense, we have the right and opportunity to examine any insured person claiming benefits when and as often as reasonably necessary while a claim is pending.

Legal Actions. No attempt to recover on the plan through legal or equity action may be made until at least 60 days after the written proof of loss has been furnished as required by this plan. No such action may be started later than three years from the time written proof of loss is required to be furnished.

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

WORKERS’ COMPENSATION INSURANCE

The policy does not affect any requirement for coverage by workers’ compensation insurance. It also does not replace that insurance.

ENTIRE POLICY

This certificate, including any amendments and endorsements to it, is a summary of your benefits. It replaces any older certificates issued to you for the coverages described in the SUMMARY OF BENEFITS. All benefits are subject in every way to the entire policy which includes this certificate. The terms of the policy may be changed only by a written endorsement signed by one of our authorized officers. No agent or employee has any authority to change any of the terms, or waive the provisions of, the policy.

LIABILITY FOR STATEMENTS

This limits our use of your statements in contesting an amount of an insurance for which you are insured. These are statements made to persuade us to effect an amount of insurance or accept you for insurance. They will be considered to be made, in the absence of fraud, to the best of your knowledge and belief. These provisions apply to each statement:

1. It will not be used in a contest to avoid or reduce that amount of insurance unless:
   a. It is a written application signed by you; and
b. A copy of that application is or has been furnished to you or your beneficiary.

2. It will not be used:
   a. If it relates to a claim, in the contest after that amount of insurance has been in force, before the contest, for at least two years during your lifetime.
   b. If it relates to your insurability, to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.

MISSTATEMENT OF AGE

If the age of any insured person has been misstated, the premium may be adjusted. If the amount of insurance would be affected by such misstatement, it will be changed to the amount the insured person would have had at the correct age. The premium will be based on the correct age and amount.
DEFINITIONS

The meanings of key terms used in this certificate are shown below. Whenever any of the key terms shown below appear, it will appear in italicized letters. When any of the terms below are italicized in your certificate, you should refer to this section.

**Actively at work requirement** is a requirement that you be actively at work on a full time basis at the group’s place of business, or at any other place that the group’s business requires you to go.

**Anthem Blue Cross Life and Health Insurance Company (Anthem Blue Cross Life and Health)** is the company which insures the benefits of the plan.

**Beneficiary** means a person or entity named, in a form and manner approved by us, to receive benefits for loss of life.

**Child** meets the plan’s eligibility requirements for children as outlined under HOW COVERAGE BEGINS AND ENDS.

**College or technical school** means a properly accredited two year community college, four year college or university, or an accredited post-high school trade or technical school.

**Contributory Insurance; non-contributory insurance.** Contributory insurance is insurance for which the group has the right to require your contributions. Non-contributory insurance is insurance for which the group does not have the right to require your contributions. The Summary of Benefits shows whether insurance under a coverage is contributory insurance or non-contributory insurance.

**Dependants insurance** means insurance on the person of a family member.

**Domestic partner** meets the plan’s eligibility requirements for domestic partners as outlined under HOW COVERAGE BEGINS AND ENDS: HOW COVERAGE BEGINS.

**Earnings** means your basic rate of compensation. It does not include commissions, overtime, bonuses or other forms of extra compensation.

**Effective date** is the date your coverage begins under this plan.

**Employee insurance** means insurance on the person of an employee.

**Full-time employee** meets the plan’s eligibility requirements for full-time employees as outlined under HOW COVERAGE BEGINS AND ENDS.
**Group** refers to the business entity to which we have issued this policy. The name of the group is VENTURA COUNTY COMMUNITY COLLEGE DISTRICT.

**Illness** is any disorder of the body or mind of an insured person, but not an injury; pregnancy, of an insured person, including abortion, miscarriage or childbirth.

**Injury** is physical harm to the body of an insured person. Injury does not include illness or infection (unless it is pyogenic and occurs through and at the time of an accidental cut or wound).

**Insured employee (employee)** is the primary insured; that is, the person who is allowed to enroll under this plan for himself or herself and his or her eligible family members.

**Insured family member (family member)** meets the plan’s eligibility requirements for family members as outlined under HOW COVERAGE BEGINS AND ENDS.

**Insured person** is the insured employee or insured family member.

**Physician** means a licensed practitioner of the healing arts acting within the scope of their license.

**Plan** is the set of benefits described in this booklet and in the amendments to this booklet (if any). This plan is subject to the terms and conditions of the policy we have issued to the group. If changes are made to the plan, an amendment or revised booklet will be issued to the group for distribution to each employee affected by the change. (The word “plan” here does not mean the same as “plan” as used in ERISA.)

**Policy** is the Group Policy we have issued to the group.

**Prior plan** is a plan sponsored by the group which was replaced by this plan within 60 days. You are considered covered under the prior plan if you: (1) were covered under the prior plan on the date that plan terminated; (2) properly enrolled for coverage within 31 days of this plan’s effective date; and (3) had coverage terminate solely due to the prior plan’s termination.

**Spouse** meets the plan’s eligibility requirements for spouses as outlined under HOW COVERAGE BEGINS AND ENDS.

**We (us, our)** refers to Anthem Blue Cross Life and Health Insurance Company.

**You (your)** refers to the insured employee and insured family members who are enrolled for benefits under this plan.
VALUE ADDED SERVICES

Note: The Value Added additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificateholders as described below, modifications to our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

RESOURCE ADVISOR

When you feel pressure from everyday problems like work-related stress or family issues, Resource Advisor can help you get emotional, legal and financial support. No issue is too big or too small - and there's no extra cost to you.

Call us – support is one phone call away 24/7

You and your family can talk to a Resource Advisor counselor by phone who can:

- Give you advice and arrange for up to three visits with a counselor, if you need it.
- Put you in touch with a financial advisor if you have money problems.
- Connect you with a lawyer if you need legal help. You can meet by phone or in person.

Let us help if your identity is stolen

If your wallet or purse is lost or your identity stolen, we'll assign a Fraud Resolution Specialist to help get your identity back and restore your good credit. Services include:

- Placing “fraud alerts” on credit reports and with creditors.
- Closing bank and credit card accounts where your identity is an issue.
- Arranging a phone meeting with a financial counselor.
- Setting up a meeting with a lawyer on issues around the identity theft (each visit must be for a separate issue).
Go online for help any time .. and a lot more

When you visit www.ResourceAdvisorCA.Anthem.com you'll find:

- Tips on handling difficult life events and a depression screening tool.
- Parenting information. There’s even a child and elder care provider finder.
- Financial tools to help you plan for major purchases or life events.
- You and your family members can register for identity monitoring at no cost.
- State-specific online wills and a legal library.

Give added support to beneficiaries when they need it most

Providing your loved ones with a little extra comfort and emotional support after you’re gone is a lasting gift. Resource Advisor gives your beneficiaries:

- Three meetings with a mental health professional.
- Meetings with a legal and/or financial professional.
- Copies of The Healing Book: Facing the Death – and Celebrating the Life – of Someone You Love. This is a great resource book to talk to children about loss.
- Beneficiary Companion* services to help your family with estate details like closing bank accounts, credit cards and utilities.

* Beneficiary Companion services are provided by Europ Assistance USA, an independent company providing these services on behalf of Anthem Blue Cross Life and Health Insurance Company.
Keep Resource Advisor close at hand. Just cut out and carry this wallet card.

Get support, advice and resources 24/7.
Call 888-209-7840 or visit
www.ResourceAdvisorCA.Anthem.com
Then log in with the program name:
AnthemResourceAdvisor
Note: if you retire, you can only use Resource Advisor until your retirement starts.

SAVE MONEY WITH SPECIALOFFERS@ANTHEM

Saving money is good. Saving money on things that are good for you – that's even better. With SpecialOffers@Anthem, you can receive discounts on products and services that help promote better health and well being. And, there's no extra cost to you. SpecialOffers@Anthem is just one of the perks of being a member.

Log on to www.anthem.com/ca/specialoffers for details on discounts in categories like Family & Home, Fitness & Health, Medicine & Treatment, Vision, Hearing & Dental.

TRAVEL ASSISTANCE

Bring the comforts of home on the road

What would happen if you got sick in another city or country? Who would you call if you couldn’t speak the language? We’ve teamed up with Europ Assistance USA¹ to give you vital travel services that help you when you or your family are 100 miles or more from home for either personal or business reasons.

A helping hand in medical emergencies

You can feel safe knowing that you can use travel assistance services 24 hours a day. If you need emergency medical care while traveling, simply call the toll-free number to:

• Find doctors, dentists and medical facilities
• Set up an emergency transfer if you’re in the hospital, when medically necessary, up to $1,000,000
• Send your dependent children home if they’re left without an adult to care for them due to your medical emergency, up to $5,000
• Send the person with whom you are traveling home, up to $5,000
• Set up a bedside visit for a family member or friend if you stay in the hospital for more than seven days, or if you are in critical condition, up to $5,000
• Set up and pay for the return of mortal remains, should a member die while traveling, up to $10,000
• Arrange and pay to return your vehicle home if you are unable to drive due to a medical emergency, up to $2,500
• Arrange and pay to return your pet that is traveling with you, if left unattended due to a medical emergency, up to $1,000

Highlights of the program
• You’re enrolled in travel assistance when you choose group term life and AD&D coverage
• Travel assistance services are offered to you and your family 24 hours a day, seven days a week

Your travel companion
Not only does this program help out during medical emergencies, it also offers these personal services:
• Send and receive emergency messages
• Emergency cash advances (up to $500\(^2\))
• Emergency medical payments (up to $10,000\(^2\))
• Legal help and bail (up to $5,000\(^2\))

Easy access to travel tips
Europ Assistance USA can give you useful tips before you travel, such as vaccine and passport requirements, foreign exchange rates, travel advice and weather conditions. You can get details by calling Europ Assistance USA:

From the U.S. and Canada: 866-295-4890
From other countries (call collect): 202-296-7482
Username: AnthemBC
Password: 95164
In all cases, Europ Assistance USA only suggests a medical professional, medical facility or attorney that gives services to the eligible member. They are not employees or agents of Europ Assistance USA or Anthem Blue Cross Life and Health Insurance Company. You choose the medical professional, facility or legal counsel you want. Europ Assistance USA or Anthem Blue Cross Life and Health Insurance Company is not liable for any medical advice or legal counsel given by the medical professional or attorney. Europ Assistance USA is also not liable for the negligence or other wrongful acts or omissions of any of the health or legal care professionals who give these services. The covered member cannot take action against Europ Assistance USA or Anthem Blue Cross Life and Health Insurance Company for its suggestion of or contract with a medical professional or attorney.

You must pay back Europ Assistance USA for these costs.

Europ Assistance USA is not affiliated with Anthem Blue Cross Life and Health Insurance Company and the services provided are not part of the insurance coverage provided by Anthem Blue Cross Life and Health Insurance Company. The agreement between Europ Assistance USA and Anthem Blue Cross Life and Health Insurance Company is subject to change, which may affect the services offered.

Valid only for eligible members. Retirees are not eligible for travel assistance services.

BLUE CROSS AND BLUE SHIELD ASSOCIATION DISCLOSURE

The group, on behalf of itself and its participants, hereby expressly acknowledges its understanding this policy constitutes a contract solely between the group and Anthem Blue Cross Life and Health 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 Blue Cross Life and Health to use the Blue Cross Service Mark in the State of California, and that Anthem Blue Cross Life and Health is not contracting as the agent of the Association. The group, on behalf of itself and its insured employees, acknowledges and agrees that it has not entered into this policy based upon representations by any person other than Anthem Blue Cross Life and Health and that no person, entity, or organization other than Anthem Blue Cross Life and Health shall be held accountable or liable to the group for any of its obligations to the group created under this policy. This provision shall not create any additional obligations whatsoever on the part of Anthem Blue Cross Life and Health other than those obligations created under the other provisions of this policy.