

**NOTICE OF PROTECTION PROVIDED BY THE  
INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association (“ILHIGA”) and the protection it provides for policyholders. ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies.

**Basic Protections Currently Provided by ILHIGA**

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only for companies placed in rehabilitation or liquidation on or after January 1, 2013.

**Life Insurance**

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

**Health Insurance**

- \$500,000 in basic hospital, medical and surgical or major medical insurance benefits
- \$300,000 in disability and long term care insurance
- \$100,000 in other types of health insurance

**Annuities**

- \$250,000 in present value of annuity benefits (including cash surrender or withdrawal values)
- \$5,000,000 for covered unallocated annuities

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to basic hospital, medical and surgical or major medical insurance benefits.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than those given in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this notice.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at [www.inlifega.org](http://www.inlifega.org) or contact:

Indiana Life & Health Insurance  
Guaranty Association  
8777 Purdue Road, Suite 360  
Indianapolis, IN 46268  
317-636-8204

Indiana Department of Insurance  
311 W. Washington Street, Suite 103  
Indianapolis IN 46204  
317-232-2385

**The policy or contract that this notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.**

**Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.**

**Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this notice and Indiana law, Indiana law will control.**

**Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.**

**IMPORTANT NOTICES  
GROUP ACCIDENT**

If a Covered Person resides in one of the following states, the important notice will apply.

**New Mexico residents:**

**This type of plan is NOT considered "minimum essential coverage" under the Affordable Care Act (ACA) and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a federal tax penalty. Please consult your tax advisor.**

TL-00-6000a.NM

# Life Insurance Company of North America

1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235  
A Stock Insurance Company

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## GROUP ACCIDENT POLICY

**POLICYHOLDER:** Trustee of the Group Insurance Trust for  
Employers in the Services Industry

**POLICY NUMBER:** OK 968724

**POLICY EFFECTIVE DATE:** January 1, 2016

**POLICY ANNIVERSARY DATE:** January 1

**STATE OF ISSUE:** Delaware

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Effective Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

**THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.  
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.**

**THIS IS A LIMITED POLICY.  
PLEASE READ IT CAREFULLY.**



Scott Kern, Corporate Secretary



Matthew G. Manders, President

Countersigned \_\_\_\_\_  
Where Required By Law

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**SCHEDULE OF AFFILIATES**

The following affiliates are covered under this Policy on the effective dates listed below.

<b><u>AFFILIATE NAME</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
None		
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## **SCHEDULE OF BENEFITS**

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*This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.*

**The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Description of Coverages and Benefits Section for full details.**

**Subscriber:** South Bend Community School Corporation

**Effective Date of Subscriber Participation:** January 1, 2016

**Covered Classes:**

Class 1 All active, full-time Employees of the Employer classified as Administrator regularly working a minimum of 20 hours per week.

Class 2 All active, full-time Employees of the Employer classified as Non-Certified regularly working a minimum of 20 hours per week.

Class 3 All active, full-time Employees of the Employer classified as Certified regularly working a minimum of 20 hours per week.

Class 4 All active, full-time Employees of the Employer classified as Superintendent regularly working a minimum of 20 hours per week.

## **SCHEDULE OF BENEFITS FOR CLASS 1**

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**This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.**

### **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date: No Waiting Period

For Employees hired after the Policy Effective Date: No Waiting Period

### **Time Period for Loss:**

Any Covered Loss must occur within: 365 days of the Covered Accident

### **Maximum Age for Insurance:**

None

## **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Employee Principal Sum: 2 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$50,000 and a maximum of \$150,000

Annual Compensation means an Employee's annual earnings for normal work established by the Subscriber for his job classification, excluding commissions, bonuses, overtime or other extra compensation.

Changes in the Covered Person's amount of insurance resulting from a change in the Employee's amount of Annual Compensation take effect, subject to any Active Service requirement, on the date of the change in Annual Compensation.

## **SCHEDULE OF COVERED LOSSES**

<b>Covered Loss</b>	<b>Benefit</b>
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
When Payable	At the end of each month during which the Covered Person remains comatose
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12 <sup>th</sup> month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum

<b>Covered Loss</b>	<b>Benefit</b>
Severance and Reattachment of One Hand or Foot	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all the Toes of the Same Foot	20% of the Principal Sum

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

**EXPOSURE AND DISAPPEARANCE COVERAGE** Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

**ADDITIONAL ACCIDENT BENEFITS**

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

**CHILD CARE CENTER BENEFIT**

Benefit Amount	3% of the Employee's Principal Sum subject to a maximum of \$3,000 per year
Maximum Benefit Period	the earlier of 4 years or until the child turns 13 for each surviving Dependent Child

**HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

Benefit	10% of the Principal Sum subject to a maximum of \$15,000
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**REHABILITATION BENEFIT**

Benefit per Covered Accident	2.5% of the Principal Sum subject to a maximum of \$2,500
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**SEATBELT AND AIRBAG BENEFIT**

Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$15,000
Airbag Benefit	5% of the Principal Sum subject to a Maximum Benefit of \$7,500
Default Benefit	\$1,000

**SPECIAL EDUCATION BENEFIT**

Surviving Dependent Child Benefit	3% of the Principal Sum subject to a Maximum Benefit of \$3,000
Maximum Number of Annual Payments For Each Surviving Dependent Child	4
Default Benefit	\$1,000

**SPOUSE RETRAINING BENEFIT**

Benefit	3% of the Principal Sum subject to a Maximum Benefit of \$3,000
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**INITIAL PREMIUM RATES**

Premium Rate:	<u>Basic Insurance</u> Employee Rate: \$0.018 per \$1,000
Mode of Premium Payment:	Monthly
Contributions:	The cost of the coverage is paid by the Subscriber
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding modal period

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

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## **SCHEDULE OF BENEFITS FOR CLASS 2**

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**This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.**

### **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date:      Following 60 days of Active Service  
For Employees hired after the Policy Effective Date:              Following 60 days of Active Service

### **Time Period for Loss:**

Any Covered Loss must occur within:                              365 days of the Covered Accident

**Maximum Age for Insurance:**    None

## **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Employee Principal Sum:    \$20,000

## **SCHEDULE OF COVERED LOSSES**

<b>Covered Loss</b>	<b>Benefit</b>
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
When Payable	At the end of each month during which the Covered Person remains comatose
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12 <sup>th</sup> month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Severance and Reattachment of One Hand or Foot	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all the Toes of the Same Foot	20% of the Principal Sum

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

**EXPOSURE AND DISAPPEARANCE COVERAGE**

Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

**ADDITIONAL ACCIDENT BENEFITS**

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

**CHILD CARE CENTER BENEFIT**

Benefit Amount	3% of the Employee's Principal Sum subject to a maximum of \$600 per year
Maximum Benefit Period	the earlier of 4 years or until the child turns 13 for each surviving Dependent Child

**HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

Benefit	10% of the Principal Sum subject to a maximum of \$2,000
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**REHABILITATION BENEFIT**

Benefit per Covered Accident	2.5% of the Principal Sum subject to a maximum of \$500
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**SEATBELT AND AIRBAG BENEFIT**

Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$2,000
Airbag Benefit	5% of the Principal Sum subject to a Maximum Benefit of \$1,000
Default Benefit	\$1,000

**SPECIAL EDUCATION BENEFIT**

Surviving Dependent Child Benefit	3% of the Principal Sum subject to a Maximum Benefit of \$600
Maximum Number of Annual Payments For Each Surviving Dependent Child	4
Default Benefit	\$1,000

**SPOUSE RETRAINING BENEFIT**

Benefit	3% of the Principal Sum subject to a Maximum Benefit of \$600
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**INITIAL PREMIUM RATES**

Premium Rate:	<u>Basic Insurance</u> Employee Rate: \$0.018 per \$1,000
Mode of Premium Payment:	Monthly
Contributions:	The cost of the coverage is paid by the Subscriber
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding modal period

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

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### **SCHEDULE OF BENEFITS FOR CLASS 3**

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**This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.**

#### **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date: No Waiting Period  
For Employees hired after the Policy Effective Date: No Waiting Period

#### **Time Period for Loss:**

Any Covered Loss must occur within: 365 days of the Covered Accident

#### **Maximum Age for Insurance:**

None

### **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Employee Principal Sum: \$50,000

### **SCHEDULE OF COVERED LOSSES**

<b>Covered Loss</b>	<b>Benefit</b>
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
When Payable	At the end of each month during which the Covered Person remains comatose
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12 <sup>th</sup> month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Severance and Reattachment of One Hand or Foot	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all the Toes of the Same Foot	20% of the Principal Sum

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

**EXPOSURE AND DISAPPEARANCE COVERAGE**

Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

**ADDITIONAL ACCIDENT BENEFITS**

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

**CHILD CARE CENTER BENEFIT**

Benefit Amount	3% of the Employee's Principal Sum subject to a maximum of \$1,500 per year
Maximum Benefit Period	the earlier of 4 years or until the child turns 13 for each surviving Dependent Child

**HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

Benefit	10% of the Principal Sum subject to a maximum of \$5,000
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**REHABILITATION BENEFIT**

Benefit per Covered Accident	2.5% of the Principal Sum subject to a maximum of \$1,250
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**SEATBELT AND AIRBAG BENEFIT**

Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$5,000
Airbag Benefit	5% of the Principal Sum subject to a Maximum Benefit of \$2,500
Default Benefit	\$1,000

**SPECIAL EDUCATION BENEFIT**

Surviving Dependent Child Benefit	3% of the Principal Sum subject to a Maximum Benefit of \$1,500
Maximum Number of Annual Payments For Each Surviving Dependent Child	4
Default Benefit	\$1,000

**SPOUSE RETRAINING BENEFIT**

Benefit	3% of the Principal Sum subject to a Maximum Benefit of \$1,500
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**INITIAL PREMIUM RATES**

Premium Rate:	<u>Basic Insurance</u> Employee Rate: \$0.018 per \$1,000
Mode of Premium Payment:	Monthly
Contributions:	The cost of the coverage is paid by the Subscriber
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding modal period

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

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## **SCHEDULE OF BENEFITS FOR CLASS 4**

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**This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.**

### **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date: Following 60 days of Active Service  
For Employees hired after the Policy Effective Date: Following 60 days of Active Service

### **Time Period for Loss:**

Any Covered Loss must occur within: 365 days of the Covered Accident

**Maximum Age for Insurance:** None

## **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Employee Principal Sum: 2 times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof, subject to a maximum of \$250,000

Annual Compensation means an Employee's annual earnings for normal work established by the Subscriber for his job classification, excluding commissions, bonuses, overtime or other extra compensation.

Changes in the Covered Person's amount of insurance resulting from a change in the Employee's amount of Annual Compensation take effect, subject to any Active Service requirement, on the date of the change in Annual Compensation.

## **SCHEDULE OF COVERED LOSSES**

<b>Covered Loss</b>	<b>Benefit</b>
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
When Payable	At the end of each month during which the Covered Person remains comatose
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12 <sup>th</sup> month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum

<b>Covered Loss</b>	<b>Benefit</b>
Severance and Reattachment of One Hand or Foot	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all the Toes of the Same Foot	20% of the Principal Sum

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

**EXPOSURE AND DISAPPEARANCE COVERAGE** Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

**ADDITIONAL ACCIDENT BENEFITS**

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

**CHILD CARE CENTER BENEFIT**

Benefit Amount	3% of the Employee's Principal Sum subject to a maximum of \$3,000 per year
Maximum Benefit Period	the earlier of 4 years or until the child turns 13 for each surviving Dependent Child

**HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

Benefit	10% of the Principal Sum subject to a maximum of \$25,000
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**REHABILITATION BENEFIT**

Benefit per Covered Accident	2.5% of the Principal Sum subject to a maximum of \$2,500
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**SEATBELT AND AIRBAG BENEFIT**

Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$25,000
Airbag Benefit	5% of the Principal Sum subject to a Maximum Benefit of \$12,500
Default Benefit	\$1,000

**SPECIAL EDUCATION BENEFIT**

Surviving Dependent Child Benefit	3% of the Principal Sum subject to a Maximum Benefit of \$3,000
Maximum Number of Annual Payments For Each Surviving Dependent Child	4
Default Benefit	\$1,000

**SPOUSE RETRAINING BENEFIT**

Benefit	3% of the Principal Sum subject to a Maximum Benefit of \$3,000
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**INITIAL PREMIUM RATES**

Premium Rate:	<u>Basic Insurance</u> Employee Rate: \$0.018 per \$1,000
Mode of Premium Payment:	Monthly
Contributions:	The cost of the coverage is paid by the Subscriber
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding modal period

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

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## GENERAL DEFINITIONS

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Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

<b>Active Service</b>	An Employee will be considered in Active Service with his employer on any day that is either of the following: <ol style="list-style-type: none"><li>1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel;</li><li>2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the preceding scheduled workday.</li></ol>
<b>Age</b>	A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on his last birthday.
<b>Aircraft</b>	A vehicle which: <ol style="list-style-type: none"><li>1. has a valid certificate of airworthiness; and</li><li>2. is being flown by a pilot with a valid license to operate the Aircraft.</li></ol>
<b>Covered Accident</b>	A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions: <ol style="list-style-type: none"><li>1. occurs while the Covered Person is insured under this Policy;</li><li>2. is not contributed to by disease, Sickness, mental or bodily infirmity;</li><li>3. is not otherwise excluded under the terms of this Policy.</li></ol>
<b>Covered Injury</b>	Any bodily harm that results directly and independently of all other causes from a Covered Accident.
<b>Covered Loss</b>	A loss that is all of the following: <ol style="list-style-type: none"><li>1. the result, directly and independently of all other causes, of a Covered Accident;</li><li>2. one of the Covered Losses specified in the <i>Schedule of Covered Losses</i>;</li><li>3. suffered by the Covered Person within the applicable time period specified in the <i>Schedule of Benefits</i>.</li></ol>
<b>Covered Person</b>	An eligible person, as defined in the <i>Schedule of Benefits</i> , for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force.
<b>Employee</b>	For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.
<b>Employer</b>	The Subscriber and any affiliates, subsidiaries or divisions shown in the <i>Schedule of Covered Affiliates</i> and which are covered under this Policy on the date of issue or subsequently agreed to by Us.

<b>He, His, Him</b>	Refers to any individual, male or female.
<b>Hospital</b>	<p>An institution that meets all of the following:</p> <ol style="list-style-type: none"> <li>1. it is licensed as a Hospital pursuant to applicable law;</li> <li>2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;</li> <li>3. it is managed under the supervision of a staff of medical doctors;</li> <li>4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);</li> <li>5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;</li> <li>6. it charges for its services.</li> </ol> <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p> <ol style="list-style-type: none"> <li>1. rehabilitation, convalescent, custodial, educational or nursing care;</li> <li>2. the aged, drug addicts or alcoholics;</li> <li>3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.</li> </ol>
<b>Inpatient</b>	A Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term 'Inpatient' shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.
<b>Nurse</b>	<p>A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:</p> <ol style="list-style-type: none"> <li>1. employed or retained by the Subscriber;</li> <li>2. living in the Covered Person's household; or</li> <li>3. a parent, sibling, spouse or child of the Covered Person.</li> </ol>
<b>Outpatient</b>	A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.
<b>Physician</b>	<p>A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:</p> <ol style="list-style-type: none"> <li>1. employed or retained by the Subscriber;</li> <li>2. living in the Covered Person's household;</li> <li>3. a parent, sibling, spouse or child of the Covered Person.</li> </ol>
<b>Prior Plan</b>	The plan of insurance providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.
<b>Sickness</b>	A physical or mental illness.
<b>Subscriber</b>	Any participating organization that subscribes to the trust to which this Policy is issued.

**Totally Disabled or  
Total Disability**

Totally Disabled or Total Disability means either:

1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

**We, Us, Our**

Life Insurance Company of North America.

GA-00-1200.00

## **ELIGIBILITY AND EFFECTIVE DATE PROVISIONS**

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### **Subscriber Effective Date**

Accident Insurance Benefits become effective for each Subscriber in consideration of the Subscriber's application, Subscription Agreement and payment of the initial premium when due. Insurance coverage for the Subscriber becomes effective on the Effective Date of Subscriber Participation.

### **Eligibility**

An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*.

### **Effective Date for Individuals**

Insurance becomes effective for an eligible Employee, subject to the *Deferred Effective Date* provision below, on the latest of the following dates:

1. the effective date of this Policy;
2. the date the Employee becomes eligible.

## **DEFERRED EFFECTIVE DATE**

### **Active Service**

The effective date of insurance will be deferred for any Employee who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date he returns to Active Service and the date coverage would otherwise have become effective.

### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

## **TERMINATION OF INSURANCE**

The insurance on a Covered Person will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
2. the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
4. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

## **CONTINUATION OF INSURANCE**

### **Continuation for Leave of Absence**

Insurance for an Employee may be continued until the earliest of the following dates if: (a) an Employee is on an Employer-approved leave of absence; and (b) required premium contributions are paid when due.

1. for an Employer-approved leave of absence: 6 months.

GA-00-1300.00

## COMMON EXCLUSIONS

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In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
  - a. except as a passenger on a regularly scheduled commercial airline;
  - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
  - c. being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
  - d. designed for flight above or beyond the earth's atmosphere;
  - e. an ultra-light or glider;
  - f. being used for the purpose of parachuting or skydiving;
  - g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
7. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
8. travel in any Aircraft owned, leased or controlled by the Subscriber, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Subscriber if the Aircraft may be used as the Subscriber wishes for more than 10 straight days, or more than 15 days in any year;
9. a Covered Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered Accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days;
10. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;
11. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
12. in addition, benefits will not be paid for services or treatment rendered by a Physician, Nurse or any other person who is:
  - a. employed or retained by the Subscriber;
  - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
  - c. living in the Covered Person's household;
  - d. a parent, sibling, spouse or child of the Covered Person.

GA-00-1403.00

## CONVERSION PRIVILEGE

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1. If the Covered Person's insurance or any portion of it ends for any of the following reasons:
  - a. employment or membership ends;
  - b. eligibility ends (except for age for the Employee);the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may apply for an amount of coverage that is:
  - a. in \$1,000 increments;
  - b. not less than \$25,000, regardless of the amount of insurance under the group policy; and
  - c. not more than the amount of insurance he had under the group policy, except as provided above, up to a maximum amount of \$250,000.

The Covered Person must be under age 70 to get a converted policy.

If the Covered Person's insurance or any portion of it ends for non-payment of premium, he may not convert. If the Covered Person's insurance ends for a reason described in 2. below, conversion is subject to that section.

The converted policy or certificate will cover accidental death and dismemberment. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

If the Covered Person has converted his group coverage and later becomes insured under the same group plan as before, he may not convert a second time unless he provides, at his own expense, proof of insurability or proof the prior converted policy is no longer in force.

The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk. If the Covered Person has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

If the Covered Person suffers a Covered Loss or dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended; or, if later, the date application is made.

### **Exclusions**

The converted policy may exclude the hazards or conditions that apply to the Covered Person's group coverage at the time it ends. We will reduce payment under the converted policy by the amount of any benefits paid under the group policy if both cover the same loss.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy or, any group accident insurance issued to the Employer which the Group Policy replaced, for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
  - a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
  - b. \$10,000.

**Extension of Conversion Period**

If the Covered Person is eligible to convert and is not notified of this right at least 15 days prior to the end of the 31 day conversion period, the conversion period will be extended. The Covered Person will have 15 days from the date notice is given to apply for a converted policy or certificate. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Covered Person by the Subscriber or mailed to the Covered Person's last known address as reported by the Subscriber.

If the Covered Person sustains a Covered Loss or dies during the extended conversion period, but more than 31 days after his coverage under the Group Policy terminates, benefits will not be paid under the Group Policy. If the Covered Person's application for a converted policy or certificate is received by Us and the required premium is paid, benefits may be payable under the converted policy or certificate.

GA-01-1505.00

## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Subscriber's name and policy number and the Covered Person's name, address, policy and certificate number.

### **Claim Forms**

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

### **Time of Payment of Claims**

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

### **Manner of Payment of Claims**

The Subscriber authorizes that any benefit payment due as a lump sum of \$5,000 or more shall be credited to a draft account with the Insurance Company, in the name of the beneficiary. The beneficiary may withdraw the entire proceeds at any time by issuing one or more drafts, or may withdraw lesser amounts, subject to a minimum account balance set by the Insurance Company from time to time. Interest shall be credited to such account at rates as determined from time to time by the Insurance Company.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

**Payment of Claims to Foreign Employees**

The Subscriber may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than the United States of America.

We will not be responsible for the application or disposition by the Subscriber of any such benefits paid. Our payments to the Subscriber will constitute a full discharge of Our liability for those payments under this Policy.

**Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

**Beneficiary**

The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Subscriber. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Employee executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. spouse;
2. child or children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

**Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GA-00-1600.00 as modified by RA-GA-1000.00

## **ADMINISTRATIVE PROVISIONS**

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### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day after the reduction took place.

### **Changes in Premium Rates**

We may change the premium rates from time to time with at least 31 days advance written notice to the Subscriber. No change in rates will be made until 36 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the terms of the Subscriber's participation change;
3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
4. there is a change in the factors bearing on the risk assumed;
5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

### **Draft Accounts**

The Insurance Company shall be entitled to retain, as part of its compensation, any earnings on draft accounts created in connection with benefit claims, in excess of interest credited under the terms of the policy.

### **Payment of Premium**

The first premium is due on the Subscriber's effective date of participation under this Policy. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Subscriber. If any premium is not paid when due, the Subscriber's participation under this Policy will be terminated as of the Premium Due Date on which premium was not paid.

### **Grace Period**

A Grace Period of 31 days will be granted to each Subscriber for payment of required premiums under this Policy. A Subscriber's participation under this Policy will remain in effect during the Grace Period. The Subscriber is liable to Us for any unpaid premium for the time its participation under this Policy was in force.

GA-00-1701.00 as modified by RA-GA-1000.00

## **GENERAL PROVISIONS**

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### **Entire Contract; Changes**

This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

### **Subscriber Participation Under This Policy**

An organization may elect to participate under this Policy by submitting a signed Subscriber participation agreement to the Policyholder. No participation by an organization is in effect until approved by Us.

### **Misstatement of Fact**

If the Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

### **Certificates**

Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

### **30 Day Right To Examine Certificate**

If a Covered Person does not like the Certificate for any reason, it may be returned to Us within 30 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

### **Multiple Certificates**

The Covered Person may have in force only one certificate at a time under this Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

### **Assignment**

We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's certificate remains in force.

### **Incontestability**

#### **1. Of This Policy or Participation Under This Policy**

All statements made by the Subscriber to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Subscriber.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

#### **2. Of A Covered Person's Insurance**

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

**Policy Termination**

We may terminate coverage on or after the first anniversary of the policy effective date. The Subscriber may terminate coverage on any premium due date. Written or authorized electronic notice must be given at least 31 days prior to such premium due date.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

**Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Subscriber satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

**Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

**Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

**Policy Changes**

We may agree with the Subscriber to modify a plan of benefits without the Covered Person's consent.

**Workers' Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

**Examination of the Policy**

This Group Policy will be available for inspection at the Subscriber's office during regular business hours.

**Examination of Records**

We will be permitted to examine all of the Subscriber's records relating to this Group Policy. Examination may occur at any reasonable time while the Group Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Group Policy; or, if later,
2. upon the final adjustment and settlement of all Group Policy claims.

The Subscriber is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Subscriber will not be considered Our actions.

**Ownership of Records**

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

GA-00-1800.00

## DESCRIPTION OF COVERAGES AND BENEFITS

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**This Description of Coverages and Benefits Section describes the Accident Coverages and Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the Schedule of Benefits. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the General Definitions section. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.**

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

**Covered Loss** We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

### Definitions

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Loss of Toes** means complete Severance through the metatarsalphalangeal joint.

**Paralysis or Paralyzed** means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

**Quadriplegia** means total Paralysis of both upper and both lower limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

**Uniplegia** means total Paralysis of one upper or one lower limb.

**Coma** means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

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

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* section.  
GA-00-2100.00

#### **ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

#### **EXPOSURE AND DISAPPEARANCE COVERAGE**

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses*, will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

**Exclusions** The exclusions that apply to this coverage are in the *Common Exclusions* Section.  
GA-00-2202.00

#### **ADDITIONAL ACCIDENT BENEFITS**

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

#### **CHILD CARE CENTER BENEFIT**

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if death of the covered Employee results directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

1. one or more surviving Dependent Children is under Age 13 and:
  - a. was enrolled in a Child Care Center on the date of the Covered Accident; or
  - b. enrolls in a Child Care Center within 90 days from the date of the Covered Accident.

This benefit will be payable to the Surviving Spouse if the Spouse has custody of the child. If the Surviving Spouse does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each 12 month period that begins after the date of the covered Employee's death. A claim must be submitted to Us at the end of each 12 month period. A 12 month period begins:

1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in (1b) above, after the covered Employee's death; or
2. on the first of the month following the covered Employee's death, if the Dependent Child was enrolled in a Child Care Center before the covered Employee's death.

Each succeeding 12 month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

**Definitions**

For purposes of this benefit:

**Child Care Center** is a facility which:

1. is licensed and run according to laws and regulations applicable to child care facilities; and
2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:

1. a Hospital;
2. the child's home;
3. care provided during normal school hours while a child is attending grades one through twelve.

**Dependent Child(ren)** An Employee's unmarried child who meets the following requirements:

1. A child from live birth to 19 years old;
2. A child who is 19 or more years old but less than 26 years old, enrolled in a school as a full-time student and primarily supported by the Employee;
3. A child who is 19 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

A child, for purposes of this provision, includes an Employee's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild who resides with the Employee;
4. child for whom the Employee is legal guardian, as long as the child resides with the Employee and depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.

**Surviving Spouse** will include the Spouse.

**Spouse** will include the Employee's lawful spouse under age 70.

**Exclusions**

The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2222a.00

**HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

We will pay the Home Alteration and Vehicle Modification Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss, other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

1. prior to the date of the Covered Accident causing such Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
3. the Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

**Exclusions**

The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2236.00

## REHABILITATION BENEFIT

We will pay the Rehabilitation Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person requires Rehabilitation after sustaining a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Covered Person must require Rehabilitation within two years after the date of the Covered Loss.

**Definition** For purposes of this benefit:

**Rehabilitation** means medical services, supplies, or treatment, or Hospital confinement (or part of a Hospital confinement) that satisfies all of the following conditions:

1. are essential for physical rehabilitation required due to the Covered Person's Covered Loss;
2. meet generally accepted standards of medical practice;
3. are performed under the care, supervision or order of a Physician;
4. prepare the Covered Person to return to his or any other occupation.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2248.00

## SEATBELT AND AIRBAG BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

**Definitions** For purposes of this benefit:

**Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.

**Automobile** means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state, province or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2251.00

## **SPECIAL EDUCATION BENEFIT**

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for each qualifying Dependent Child. The Covered Person's death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit is payable under this Policy. This benefit is subject to the conditions and exclusions described below.

A qualifying Dependent Child must:

1. a. be enrolled as a full-time student in an accredited school of higher learning beyond the 12<sup>th</sup> grade level on the date of the covered Employee's Covered Accident; *or*
  - b. be at the 12<sup>th</sup> grade level on the date of the covered Employee's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student.
2. continue his education as a full-time student in such accredited school of higher learning; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered Employee died, if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If no Dependent Child qualifies for Special Education Benefits within 365 days of the covered Employee's death, We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.

### **Definitions**

For the purposes of this benefit:

**Dependent Child(ren)** An Employee's unmarried child who meets the following requirements:

1. A child from live birth to 19 years old;
2. A child who is 19 or more years old but less than 26 years old, enrolled in a school as a full-time student and primarily supported by the Employee;
3. A child who is 19 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

A child, for purposes of this provision, includes an Employee's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild who resides with the Employee;
4. child for whom the Employee is legal guardian, as long as the child resides with the Employee and depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.

### **Exclusions**

The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2252a.00

## **SPOUSE RETRAINING BENEFIT**

We will pay expenses incurred, as described below, up to the Maximum Benefit shown in the *Schedule of Benefits*, to enable the covered Employee's Spouse to obtain occupational or educational training needed for employment if the covered Employee dies directly and independently of all other causes from a Covered Accident. This benefit is subject to the conditions and exclusions described below.

This benefit will be payable if the covered Employee dies within one year of a Covered Accident and is survived by his Spouse who:

1. enrolls, within three years after the covered Employee's death in any accredited school for the purpose of retraining or refreshing skills needed for employment; and
2. incurs expenses payable directly to, or approved and certified by, such school.

**Definitions** For the purposes of this benefit:

**Spouse** will include the Employee's lawful spouse under age 70.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2254a.00

**MODIFYING PROVISIONS AMENDMENT**

Subscriber: South Bend Community School Corporation

Policy No.: OK 968724

Amendment Effective Date: January 1, 2016

This amendment is attached to and made part of the Policy specified above and the Certificates issued under it. Its provisions are intended to conform this Policy to the laws of the state in which the insured resides.

The Policy and any Certificates delivered under the Group Policy are amended as follows:

**Arkansas residents:**

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

**Connecticut residents:**

1. The following benefit is added to the *Schedule of Benefits* section:

**AMBULANCE BENEFIT**

Basic Benefit

Equal to the lesser of billed charges or rate established by the CT Dept. of Public Health

2. In the *General Definitions* section the definition of Hospital and Totally Disabled are replaced with the following:

**Hospital**

An institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.

**Totally Disabled or Total Disability**

Totally Disabled or Total Disability means either:

1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
2. inability of the Covered Person who is not currently employed to perform the normal activities of a person of like age and sex and who is under the regular care of a Physician who certifies that such person is Totally Disabled.

3. In the *Eligibility and Effective Date Provisions*, the Eligibility section is replaced with the following:

**Eligibility**

An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. No person may be eligible for insurance under this Policy as both an Employee and a Spouse or Dependent Child at the same time. However, this limitation will not apply when the Employee and the Spouse are employed by the same Employer and by reason to their employment are both participating in a group insurance plan.

4. In the *General Provisions* section, the following provision is replaced:

**Incontestability**

1. Of This Policy or Participation Under This Policy

All statements made by the Subscriber to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Subscriber.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested.

2. Of A Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

5. The following benefit is added to the *Description of Benefits* section:

**AMBULANCE BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the Covered Person requires ambulance services due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

The Covered Person must be transported by ambulance to a Hospital and admitted as an inpatient Any payment will be paid directly to the ambulance provider rendering such service if such provider has not received payment for such service from any other source and includes the following statement on the face of each bill: "NOTICE: This bill subject to mandatory assignment pursuant to Connecticut general statutes."

In the event any Covered Person is covered under more than one policy, the Hospital Policy will be primary and pay benefits.

**Exclusions**

The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2212.07

6. The following Conversion Privilege section applies:

**Conversion Privilege**

1. If the Covered Person's insurance or any portion of it ends for a reason other than non-payment of premium, the Covered Person's Age or those reasons described in Paragraph 2 below, the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may not apply for an amount greater than his coverage under this Group Policy less the amount of any other group accident insurance for which he becomes eligible within 31 days after the date coverage under this Group Policy terminated. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk.

The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended. If the Covered Person dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
  - a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
  - b. \$10,000.

**Louisiana residents:**

1. In the *Common Exclusions* section, item 11 is replaced with the following:
  11. voluntary ingestion of any narcotic drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
2. In the *Administrative Provisions* section, the following provision is replaced as follows:

**Changes in Premium Rates**

We may change the premium rates from time to time with at least 31 days advance written notice to the Subscriber. If the rate increase is twenty percent or more there will be 45 days written notice which may be waived for groups covering one hundred or more persons, provided this is agreed to by Us and the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the terms of the Subscriber's participation change;
3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
4. there is a change in the factors bearing on the risk assumed;
5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

3. In the *General Provisions* section, the following provisions are replaced:

**Policy Termination**

We may terminate coverage on or after the first anniversary of the policy effective date as of any premium due date. Subscriber may terminate coverage on any premium due date. Written notice by certified mail must be given at least 60 days prior to such premium due date. Failure by Subscriber to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid. Cancellation for nonpayment of premium or failure to meet the requirements for being a group will not be subject to this 60 day requirement.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

**Conformity with Statutes**

Any provisions in conflict with the requirements of Louisiana or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

**Massachusetts residents:**

Under the *Eligibility and Effective Date Provisions* section, the following is added:

**Continuation of Insurance after leaving the group**

If a Covered Person leaves the group covered under the Policy, insurance for such Covered Person will be continued until the earliest of the following dates:

1. 31 days from the date the Covered Person leaves the group;
2. the date the Covered Person becomes eligible for similar benefits.

**Continuation of Insurance due to a Plant Closing or Partial Closing**

If an Employee leaves the group due to termination of employment resulting from a Plant Closing or Partial Closing, insurance for such Employee will be continued until the earliest of the following dates:

1. 90 days from the date of the Plant Closing or Partial Closing;
2. the date the Employee becomes eligible for similar benefits.

**Definitions:** For purposes of this provision:

**Plant Closing** means a permanent cessation or reduction of business at a facility which results or will result as determined by the director in the permanent separation of at least 90% of the employees of said facility within a period of six months prior to the date of certification or with such other period as the director shall prescribe, provided that such period shall fall within the six month period prior to the date of certification.

**Partial Closing** means a permanent cessation of a major discrete portion of the business conducted at a facility which results in the termination of a significant number of the employees of said facility and which affects workers and communities in a manner similar to that of Plant Closings.

**Missouri residents:**

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.
2. Under the *General Definitions* section, the definition of *Totally Disabled or Total Disability* means either:
  - a) the inability of the Covered Person who is currently employed to perform the material and substantial duties of the Covered Person's occupation for a period of at least twelve months. After the initial benefit period, total disability shall mean the Covered Person's inability to perform the material and substantial duties of any occupation for which the Covered Person is qualified by education, training or experience; or
  - b) the inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

## Montana residents:

Under the *General Definitions* section, the definition of *Sickness* is replaced with the following:

**Sickness** A physical or mental illness including pregnancy

## New Hampshire residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.
2. If applicable, the definition of Emergency Room Treatment is replaced with the following:

**Emergency Room Treatment** Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition that manifests itself by symptoms of sufficient severity that in the absence of immediate medical attention could be expected to result in any of the following:

1. serious jeopardy to the covered Employee's health;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

3. The definition of Hospital is replaced with the following.

**Hospital** An institution that meets all of the following:

1. it is operated pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

### South Carolina residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.
2. Under the *Claim Provisions*, the following changes are made.
  - a. The *Claimant Cooperation Provision* does not apply.
  - b. The provision titled *Physical Examination and Autopsy* is replaced with the following:  
**Physical Examination and Autopsy**  
We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending. If an autopsy is performed, it will be in the State of South Carolina and during the period of contestability unless prohibited by law.
  - c. The provision titled *Legal Actions* is replaced with the following:  
**Legal Actions**  
No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than six years after the time such written proof of loss must be furnished.
3. Under the *General Provisions*, the following changes are made.  
The *Multiple Certificates* provision does not apply.

### South Dakota residents:

Under the *Common Exclusions* section, the following changes are not permitted:

1. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
2. the Covered Person being Intoxicated. "Intoxicated" means having a blood alcohol level of .08 or higher;
3. the Covered Person operating a motorized vehicle while under the influence of alcohol or drugs as defined according to the laws of the jurisdiction in which the Accident occurred;
4. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
5. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;
6. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;
7. the Covered Person was driving a Private Passenger Automobile at the time of the Covered Accident that resulted in the Covered Loss; and he was intoxicated, as that term is defined by the laws of the state in which the Covered Accident occurred.

### Vermont residents:

To the extent the Policy provides insurance coverage to a spouse, the identical consideration must be applied to same sex marriages and civil unions. The language is as follows:

1. Civil Union Partner means:
  - a. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until: (1) the civil union is dissolved under applicable law; or (2) either the Employee or the Civil Union Partner marries another person.
2. Spouse means:
  - a. "Lawful spouse" and includes a lawful spouse of the same sex.
  - b. This also includes a partner to a civil union recognized under Vermont Law.

**West Virginia residents:**

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.
2. Under the *General Definitions* section, the definition of Hospital does not require that an institution be licensed as a Hospital pursuant to applicable law, but does require that an institution operate pursuant to applicable law.
3. Under the *General Definitions* section, the definition of Totally Disabled or Total Disability is replaced with the following:

**Totally Disabled or Total Disability**

Totally Disabled or Total Disability means either:

1. inability of the Covered Person who is currently employed to perform substantially all of the material duties of his job, or any other job for which he is or may become qualified by reason of education, training or experience; or
2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

Signed for the  
**Life Insurance Company of North America**



Matthew G. Manders, President

GA-00-3000.00

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**Philadelphia, PA 19192-2235**

We, South Bend Community School Corporation, whose main office address is South Bend, IN, hereby approve and accept the terms of Group Policy Number OK 968724 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE SERVICES INDUSTRY. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This application is to be signed.

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

South Bend Community School Corporation

TL-008890