



## **Basic Group Term Life with AD&D Insurance**

# **A guide to your benefits**

**You've made a good decision  
in choosing Anthem® Blue Cross  
Life and Health Insurance Company**

**Plan Sponsor:** Board of Trustees of the Southern California IBEW-NECA Health Trust Fund  
**Policy:** 170001  
**Class Description:** All Eligible Active Participants of the Southern California IBEW-NECA Health Trust Fund

**[anthem.com/ca](http://anthem.com/ca)**

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# Benefits Guide

## Section Contents

### Section I. - Your Certificate of Coverage

### Section II. - ERISA Information

### Section III. - Value Added Services

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

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

1.	Resource Advisor
2.	Special Offers@Anthem
3.	Travel Assistance

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

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<b>Section I.</b>	<b>Your Certificate of Coverage</b>
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**Basic Group Term Life Insurance and**  
**Accidental Death & Dismemberment**  
**Insurance**

**Anthem Blue Cross Life and Health Insurance Company**  
21555 Oxnard Street  
Woodland Hills, CA 91367

## **COMPLAINT NOTICE**

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

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

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

California Department of Insurance  
Claims Service Bureau, 11th Floor  
300 South Spring Street  
Los Angeles, California 90013  
1-800-927-HELP (4357) – In California  
1-213-897-8921 – Out of California  
1-800-482-4833 – Telecommunication Device for the Deaf  
E-mail Inquiry: “Consumer Services” link at  
[www.insurance.ca.gov](http://www.insurance.ca.gov)

## **IMPORTANT NOTICE REGARDING ACCELERATED DEATH BENEFITS**

This Certificate contains an Accelerated Death Benefit provision within the Life Insurance section. Benefits are payable as shown on the Schedule. Please refer to the Accelerated Death Benefit provision of this Certificate for a complete benefit description.

This Accelerated Death Benefit is NOT a long term care policy or a nursing home insurance policy. You may use the Accelerated Death Benefit for any purpose. The Accelerated Death Benefit may be taxable. As with all tax matters, You should consult a personal tax advisor to determine the tax consequences prior to making an election for this benefit.

**LIFE INSURANCE WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID.**

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

Because the Accelerated Death Benefit is part of this Certificate, You may be required to receive and spend all of the available funds from the Certificate prior to becoming eligible for public assistance programs.

## Introduction

Anthem Blue Cross Life and Health Insurance Company certifies that it has issued a Group Policy to the Plan Sponsor insuring eligible active participants of the Southern California IBEW-NECA Health Trust Fund.

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

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

If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Plan Sponsor), the Policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the Policy.

The Group Policy was issued in the state of California. Its laws and rules will govern in resolving any questions about the Policy, except to the extent that the Policy may be governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

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

### **Anthem Blue Cross Life and Health Insurance Company**



Pam Kehaly  
President

**Fraud:** Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a crime and may be subject to criminal and civil penalties.

## **Schedule of Benefits**

### **About This Schedule**

This Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with Anthem Blue Cross Life and Health Insurance Company at its Administrative Office.

The amounts of Your insurance are determined by this schedule. You are not insured for any type of coverage for which You have not paid the required premium.

All Benefits terminate when You are no longer an Eligible Employee.

### **Basic Life Insurance**

#### **Amount of Your Basic Life Insurance**

**\$50,000**

### **Basic Accidental Death and Dismemberment Insurance**

#### **Amount of Your Basic Accidental Death and Dismemberment Insurance**

**Principal Sum:** Equal to the amount of your Basic Group Term Life Insurance amount in force.

Basic Accidental Death and Dismemberment Coverage is 24-hour coverage.

### **Additional Benefits:**

- Additional Benefit for Child Education
- Additional Benefit for Repatriation Benefit
- Additional Benefit for Seat Belt and Air Bag
- Additional Benefit for Coma
- Additional Benefit for Common Carrier
- Additional Benefit for Spouse/Registered Domestic Partner Education
- Additional Benefit for Child Care
- Additional Benefit for Exposure and Disappearance

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## **Basic Life Insurance for Dependents**

### **Amount of Your Dependent's Basic Life Insurance**

**For Your Spouse/Registered Domestic Partner: \$1,500**

**For Your Child(ren): \$750**

Coverage for an eligible Child begins at live birth.

A Child's coverage will end at the end of the month in which the Child attains age 26.

Coverage for a Spouse/Registered Domestic Partner will end when the Employee's coverage ends.

Refer to page 13 for further information on when insurance ends.

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

## Definitions

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

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

**Additional Benefit or Additional Provision** means an addendum to the Policy which increases or limits coverage for a specified set of conditions. The provisions, limitations, and exclusions in the entire Policy will apply unless specifically stated otherwise in the Additional Benefit or Additional Provision.

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

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

**Child(ren)** means Your natural Child, legally adopted Child, or stepchild from live birth to the maximum age as described below and as determined by the Plan Sponsor:

The Child age limit is the end of the calendar month in which the Child attains age 26.

The attainment of any maximum age specified above will not terminate the insurance of a Child if at the time the Child is:

1. incapable of self-support by reason of mental or physical handicap (including both totally and partially disabled children); and
2. unmarried and fully dependent on You for support and maintenance.

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

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

**Dependent or Insured Dependent** means Your Eligible Dependent who is insured under the Policy.

**Eligible Dependent** means:

- Your legal Spouse or Registered Domestic Partner as defined under the Policy.
- Your Child or Children as defined under the Policy.

The term Eligible Dependent does not include any person who:

- is in the military of any country or subdivision of any country; or
- lives outside of the United States or Canada; or
- is insured under the Policy as an employee.

If You and Your Spouse/Registered Domestic Partner are both insured under the Policy as Eligible Employees, Your Eligible Dependent Children may be insured by either, but not both, of you.

**Eligible Employee** means an eligible active participant of the Southern California IBEW-NECA Health Trust Fund as determined by the Plan Sponsor.

**Eligibility Waiting Period** means the continuous length of time You must serve in an eligible Class to reach Your eligibility date and begin Your coverage and Your Eligible Dependent coverage, as determined by the Plan Sponsor.

**Illness** means:

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

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

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

**Insured** means an individual covered under the Policy.

**Physician** means:

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

Physician does not include:

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

**Plan Sponsor** means the Board of Trustees of the Southern California IBEW-NECA Health Trust Fund.

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

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

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

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

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

**Registered Domestic Partner** means an individual in a relationship with You that satisfies the following criteria:

1. Such person has chosen to share his/her life with You in an intimate and committed relationship of mutual caring.
2. You and such person have filed a Declaration of Domestic Partnership with the Secretary of State pursuant to this division, and, at the time of filing, all of the following requirements are met:
  - (a) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
  - (b) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
  - (c) Both persons are at least 18 years of age, except as provided in Section 297.1, Item 2(d)(A).
  - (d) Either of the following:
    - (A) Both persons are members of the same sex, except as provided otherwise by law.
    - (B) One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age insurance benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Except as provided otherwise by law, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.
  - (e) Both persons are capable of consenting to the domestic partnership.

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

**Spouse** means Your lawful Spouse who is an Eligible Dependent. The term also includes a Registered Domestic Partner who is an Eligible Dependent, where allowed by law.

**We, Us, and Our** mean the insurer, Anthem Blue Cross Life and Health Insurance Company.

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

**You and Your** means an Eligible Employee.

Other terms are defined elsewhere under the Policy.

## **When Insurance Begins and Ends**

This section tells how You may become insured.

### **Obtaining Insurance**

To obtain insurance under the Policy, You must be an Eligible Employee.

### **Basic Insurance Eligibility**

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

### **Eligibility for Your Dependent's Basic Insurance**

If You are an Eligible Employee, You may obtain insurance for Your Eligible Dependents. You are eligible for Basic Dependent Insurance on the earliest date that:

- You are an Eligible Employee; and
- You are in a Class Covered for Dependent insurance; and
- You have an Eligible Dependent.

### **Effective Date of Insurance**

This section tells when Your insurance and insurance for Your Eligible Dependents may begin.

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

### **For Your Insurance**

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

### **For Your Dependent's Insurance**

Any dependent insurance for which You are eligible will begin on the first day of the Policy month coinciding with the date that:

1. You have similar insurance for Yourself in effect under the Policy; and
2. You have an Eligible Dependent who can be insured as discussed in this section.

### **Delayed Effective Date for Dependents**

If any Eligible Dependent, other than a newborn child, is confined at home or in a hospital or other medical facility on the date insurance would otherwise begin, the insurance will be deferred until 15 days following the end of the Eligible Dependent's confinement.

You may acquire a new Eligible Dependent while Your insurance for other Dependents is in effect. If so, the new Eligible Dependent will automatically become insured, except as noted in the next paragraph.

Your newborn Child is the only Eligible Dependent whose insurance may begin on a day that he or she is a hospital inpatient. Insurance so deferred for any other Eligible Dependent will become effective on the day he or she is discharged from the hospital.

## **When Insurance Ends**

### **For Your Basic Insurance**

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

1. the date Your eligibility terminates;
2. the date the Policy, or the Plan Sponsor's agreement with us as outlined in the Policy, is terminated;
3. if Your eligibility would end due to injury or illness for which Workers' Compensation temporary disability benefits or California State Disability benefits are payable to You, no loss of eligibility shall occur unless and until You recover and then only if You fail within five business days to return to covered employment or sign the out-of-work book of IBEW Local 11;
4. if Your eligibility would end due to You taking a leave of absence in accordance with applicable Family Medical Leave laws, no loss of eligibility shall occur unless and until You complete the authorized leave and then only if You fail within five business days to return to covered employment or sign the out-of-work book of IBEW Local 11;
5. if Your eligibility would end due to You being called into active military service, no loss of eligibility shall occur and coverage shall continue as determined by the Plan Sponsor;
6. the last day of the period for which premium was paid, if a premium is not paid when due.

### **For Your Dependent's Insurance**

Your Dependent's insurance under the Policy will end on the first to occur of the following dates:

- the date that the dependent ceases to be an Eligible Dependent as defined in the Definitions of the Policy;
- the date You cease to be insured under the Policy;
- the last day of the period for which any required premium contribution is made, if You or the Plan Sponsor fail to make any further required premium;
- the date You become insured under the Waiver of Premium provision of the Policy;
- the date that the Dependent starts full-time active duty with the U.S. armed forces.
- the date of Your death;\*
- the last day of the calendar month in which You did not meet the definition of an Eligible Employee.

\*Exception: If termination is due to the death of the Eligible Employee, the benefits for his/her Eligible Dependents shall continue until such deceased employee's eligibility, if any, has been exhausted, or as determined by the Plan Sponsor.

## **CONTINUATION OF YOUR LIFE INSURANCE DURING A LABOR DISPUTE**

You may elect to continue Life Insurance for You, Accidental Death and Dismemberment Insurance for You and Life Insurance for Your Dependents if You cease to be eligible as the result of a labor dispute. Such insurance will continue for up to 6 months if the following conditions are met:

- at least 75% of the employees eligible to continue insurance elect to continue this insurance for such time period; and
- You pay the required premium for such insurance.

If continued, Life Insurance for You, Accidental Death and Dismemberment Insurance for You and Life Insurance for Your Dependents will end if:

- premium payment is required and You fail to pay premiums for such insurance;
- the number of employees who elect to continue such insurance falls below 75% of all employees eligible to continue this insurance for such time period; or
- You cease to be eligible to continue Life Insurance for You, Accidental Death and Dismemberment Insurance for You and Life Insurance for Your Dependents under this section and You do not immediately resume work in a class that is eligible for such insurance.

## **Coverage Provisions**

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

### **Basic Life Insurance**

#### **Death Benefit**

We will pay a benefit if You die while covered in accordance with the provisions of the Policy. Your Life Insurance benefits are payable to Your beneficiary, as determined in accordance with the Beneficiary Provisions(s) under the Policy, upon receipt of due Proof of Your death.

The benefit will be paid in one sum.

#### **Dependent Death Benefit**

We will pay a benefit if Your Insured Dependent dies while covered in accordance with the provisions of the Policy.

Dependent Life Insurance shall be payable to You if living, otherwise to Your estate, on receipt by Us at Our Administrative Office of due Proof of the death of the Insured Dependent. You will always be considered the beneficiary for Dependent Life Insurance. Payment will be made in one sum.

### **Waiver of Life Insurance Premium Benefit During Your Total Disability**

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

Waiver of Life Insurance Premium Benefits apply only to Your Basic life insurance coverage and does not apply to any Accidental Death and Dismemberment coverage and any Dependent coverage.

#### **Waiver of Premium**

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

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The amount of insurance will be the amount in effect as of the date You became Totally Disabled.

Premiums for Dependents' insurance coverage will not be waived.

### **Definitions for Waiver of Life Insurance Premium Benefit Provision:**

**Elimination Period** is the period You must have been continuously Totally Disabled before We waive insurance premiums under this provision. The Elimination Period is the lesser of 9 months or, if applicable, the period of Your continuous Total Disability preceding the date of death. The Elimination Period begins on the day that You meet the Definition of Total Disability under the Policy.

**Material and Substantial Duties** means job duties that:

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

**Regular Care** means:

- You are under the continuing care of and personally visit a Physician as frequently as is medically required according to standard medical practice, to effectively diagnose, manage and treat Your disabling condition(s); and
- You are receiving appropriate treatment and care of Your disabling conditions(s) which conforms with standard medical practice by a Physician whose specialty and clinical experience is appropriate for Your disabling condition(s) according to standard medical practice.

**Totally Disabled and Total Disability** mean during the Elimination Period and thereafter because of an injury or illness, You meet **both** of the following:

- You are unable to do the Material and Substantial Duties of any occupation for which You are or may become reasonably qualified by education, training, or experience; *and*
- You are receiving Regular Care from a Physician for that Injury or Illness.

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

### **Conversion During Waiver Application**

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

However, once You have met the conditions for Waiver of Premium You must surrender the individual life insurance policy in accordance with its terms and receive a refund of Your

premium payments. You may not be insured simultaneously under both this Group Policy and an individual policy issued in accordance with the Conversion of Life Insurance provision.

### **Proof of Total Disability**

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

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

### **Conditions**

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

### **Termination of Benefit**

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

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

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

- termination or cancellation of the Policy by the Plan Sponsor; *or*
- termination of Your employment; *or*
- termination of Your insurance coverage under the Policy; *or*
- any amendment that is effective after the date You are Totally Disabled.

### **Insurance after Cessation of Total Disability**

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

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

The period that a conversion right will apply to as described in bullets 2 and 3, above, will be the 31 days following the date the insurance under this provision is terminated.

### **Accelerated Death Benefit for Basic Life**

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

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

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

- The Insured must be living at the time this benefit is to be paid.
- Accelerated Benefits are payable only once with respect to any Insured.

**Terminal Condition** means a medical condition that a Physician expects to result in Your death within 12 months from the date of application for the Accelerated Benefit and from which You are not expected to recover.

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

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

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

### **Amount of Benefit**

The Insured's Accelerated Death Benefit is an amount equal to 80% of the amount of Basic Life Insurance to which the Insured is entitled on the date the Insured applies in Writing for this benefit, to a maximum Accelerated Death Benefit of \$40,000.

A lesser amount of Accelerated Benefit may be elected. However, the minimum Accelerated Death Benefit We will consider for payment is \$7,500.

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

## **Exclusions**

No Accelerated Death Benefit will be payable if any of the following conditions are true:

- The Terminal Condition is directly or indirectly due to or associated with an intentional self-inflicted injury or suicide attempt whether committed while sane or insane.
- We have been notified that all or a portion of Your Life Benefits are to be paid to Your former Spouse/Registered Domestic Partner as part of a divorce agreement.
- The Terminal Condition is directly or indirectly due to or associated with the Insured committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
- The Terminal Condition is directly or indirectly due to or associated with alcohol or drug abuse.

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

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

## **Conversion of Life Insurance**

### **Who May Convert**

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

1. Your employment terminates while the Group Policy is in force.
2. Your membership in a Class terminates while the Group Policy is in force.
3. The Group Policy terminates. You must have been insured under the Group Policy for at least 5 years.
4. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured. You must have been insured under the Group Policy for at least 5 years.

The policy will only be issued to You if You make a Written application to Us and the first premium due for the policy is received at Our Administrative Office within 31 days of such termination or benefit reduction. This 31 day period is the conversion period. The policy will not take effect until the end of the conversion period.

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

The premium for the individual policy will be determined by the policy type, the risk classification to which You belong, Our published rates in effect and Your age at the time of conversion as determined from the date of your last birthday.

### **Individual Policies Available**

The policy may be on any plan, other than term insurance, with level premiums and level death benefit, which We are then issuing. It may not include any provision for disability, waiver of premium, accelerated death benefits, accidental death or other special benefit.

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

The amount of insurance You may select under the Conversion policy is subject to the following limits.

1. It may not be less than the minimum amount for which We then issue such a policy.
2. If You ceased to be insured because of reason 1 or 2 shown in the Who May Convert section of this provision, it may not be more than the amount of insurance that has been terminated, reduced by any amount of life insurance for which You may be or may become entitled under this or any group insurance policy within the conversion period.

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3. It may not exceed the amount of insurance that has been terminated less any applicable age reductions under the Group Policy.
4. If You ceased to be insured because of reason 3 or 4 shown in the Who May Convert section of this provision, it may not be more than the smaller of the following amounts.
  - a. The amount of insurance that applied to You at the time it terminated, reduced by any amount of life insurance for which You may be or may become entitled to under any group insurance policy within the conversion period.
  - b. \$2,000
5. It may not, in any event, exceed the maximum amount of insurance You are eligible to convert as stated in clause 2 or 4 above reduced by any amount of life insurance currently in force and previously converted under the Policy.

### **Notice of Conversion Right**

The Plan Sponsor is required to give You Written notice of Your right to convert without submitting Proof of Insurability. Written notice presented to You or mailed by the Plan Sponsor to Your last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, unless properly converted within said time.

### **Conversion of Dependent's Life Insurance**

#### **Who May Convert**

If Your Dependent ceases to be insured under the Dependent's Insurance provision of the Group Policy, he/she will have the right to buy an individual life insurance policy without submitting Proof of Insurability if all or part of his/her insurance terminates for any of the following reasons:

1. Your employment terminates.
2. Your membership in a Class terminates while the Group Policy is in force.
3. The Group Policy terminates. The Dependent must have been insured under the Policy for at least 5 years.
4. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured. The Dependent must have been insured under the Policy for at least 5 years.
5. Your death.
6. Your Dependent ceases to be a Dependent as defined under Eligible Dependents.
7. You become subject to the terms of the Waiver of Premium provision.

The policy will be issued to Your Dependent only if a Written application and first premium due for the policy are received by Us at Our Administrative Office within 31 days of such termination or benefit reduction.

The 31 day period is the conversion period. The individual policy will not take effect until the end of this conversion period.

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

The premium for the individual policy will be determined by the policy type and amount, Dependent's risk classification, Our published rates in effect and the Eligible Dependent's age at the time of conversion as determined from the date of the Eligible Dependent's last birthday.

### **Individual Policies Available**

The policy may be on any plan, other than term insurance, with level premiums and level death benefit, which We are then issuing. It may not include any provision for disability, waiver of premium, accelerated death benefits, accidental death or other special benefit.

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

The amount of insurance that the Dependent may select under the Conversion policy is subject to the following limits.

1. It may not be less than the minimum amount for which We then issue such a policy.
2. If the Dependent ceased to be insured because of reason 1, 2, 5, 6 or 7 shown in the Who May Convert section, it may not be more than the amount of insurance that has been terminated.
3. If the Dependent ceased to be insured because of reason 3 or 4 shown in the Who May Convert section, it may not be more than the smaller of the following amounts.
  - a. The amount of insurance that applied to the Dependent at the time it terminated, reduced by any amount of life insurance for which the Dependent may be or may become entitled under this or any group insurance policy within the conversion period.
  - b. \$2,000
4. It may not, in any event, exceed the maximum amount of insurance the Dependent is eligible to convert as stated in clause 2 or 3 above reduced by any amount of life insurance currently in force and previously converted under the Group Policy.

### **Notice of Conversion Right**

The Plan Sponsor is required to give You Written notice of Your right to convert without submitting Proof of Insurability. If the Insured is not given notice of the existence of the right at least 15 days prior to the expiration date of the 31 day conversion period, then the Insured will have 25 days after the notice is given by the Plan Sponsor to exercise the right to convert. The additional period shall not extend beyond 60 days after the expiration date of the 31 day conversion period. Written notice presented to You or mailed by the Plan Sponsor to Your last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, unless properly converted within said time.

## Accidental Death and Dismemberment Insurance Benefits

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

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

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

### Additional Definitions For Accidental Death and Dismemberment Insurance

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

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

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

- An arm, leg, hand or foot, complete severance at or above the wrist or at or above the ankle.
- A thumb and index finger or all four fingers of one hand, complete severance at or above the metacarpophalangeal joints.
- Toes, complete severance at or above the metatarsophalangeal joints.
- An eye, the total and irrecoverable loss of sight.
- Speech, the complete and irrecoverable loss of speech.
- Hearing, the complete and irrecoverable loss of hearing.
- Quadriplegia, the total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Paraplegia, the total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Hemiplegia, the total paralysis of upper and lower limbs on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.
- Uniplegia, the total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

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

## Basic Accidental Death and Dismemberment Benefits

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

### Schedule of Losses

<u>Nature of Loss</u>	<u>Amount Payable</u>
Life .....	The Principal Sum
The sight of both eyes .....	The Principal Sum
Either both hands <u>or</u> both feet .....	The Principal Sum
One hand <u>and</u> one foot .....	The Principal Sum
The sight of one eye <u>and</u> either one hand <u>or</u> one foot .....	The Principal Sum
Speech <u>and</u> hearing in both ears .....	The Principal Sum
Either one hand <u>or</u> one foot .....	One-half of the Principal Sum
The sight of one eye .....	One-half of the Principal Sum
Speech <u>or</u> hearing in both ears .....	One-half of the Principal Sum
Both the thumb <u>and</u> index finger of one hand .....	One-quarter of the Principal Sum
Both thumbs of both hands .....	One-quarter of the Principal Sum
All four fingers of one hand .....	One-quarter of the Principal Sum
All of the toes of one foot .....	One-eighth of the Principal Sum
Quadriplegia .....	The Principal Sum
Paraplegia .....	The Principal Sum
Hemiplegia .....	The Principal Sum
Uniplegia .....	One-quarter of the Principal Sum

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

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

### No Right to Convert

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

## **Exclusions for Accidental Death & Dismemberment Benefits**

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

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

- Bodily or mental infirmity or illness or disease of any kind, or any medical or surgical treatment, diagnostic or preventative care (unless the treatment or care is provided in connection with a Loss.)
- Suicide, attempted suicide or self-inflicted injury while sane or insane.
- Committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
- An act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature.
- Participation in any riot or violent disorder.
- An infection unless caused by a visible external wound which was sustained by Accidental injury.
- Poisoning in any form, including, but not limited to, ingestion or inhalation of gas, fumes, chemicals, drugs, alcohol or any combination thereof.
- Being under the influence of any drug, narcotic, intoxicant or chemical, unless administered by or taken according to the advice of a Physician.
- Being intoxicated. "Intoxication" under this exclusion means being legally intoxicated as determined by the laws of the jurisdiction where the Accident occurred. Conviction is not necessary for determination of being intoxicated.
- Travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only. Parachuting or descent from any aircraft in flight will be deemed to be part of such flight.
- Taking part in the sports of parachute jumping, skydiving or hang gliding.
- Riding, driving, or testing a motorized vehicle used in a race or speed contest.
- Any period while an Insured is confined to a penal or correctional institution.
- Any Loss or Injury as a result of autoerotic asphyxiation.
- Any Loss or Injury which occurs while in the course of operating any Motorized Vehicle:
  - under the influence of any intoxicant or drug, whether or not prescribed by a physician.
  - If Your blood alcohol concentration is in excess of the legal limit in the jurisdiction in which the Accident occurred.

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

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## **Additional Benefits**

### **ADDITIONAL BENEFIT FOR CHILD EDUCATION**

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

The Child must be:

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

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

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

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

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

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

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

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## **ADDITIONAL BENEFIT FOR REPATRIATION**

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

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

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

## **ADDITIONAL BENEFIT FOR SEAT BELT AND AIR BAG**

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

- The Seat Belt Benefit equals the lesser of (i) \$15,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
- The Air Bag Benefit equals the lesser of (i) \$10,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
- Satisfactory Proof that Your death resulted from an Automobile Accident independent of all other causes, and that the Insured was wearing a seat belt at the time of the Accident must be received at the time of claim. Proof that the Automobile was equipped with Air Bags may also be required.
- No payment will be made for an Air Bag Benefit if at the time of the Accident the Insured was not in a seat for which the Automobile provided an Air Bag, and wearing a Seat Belt.
- A copy of the police accident report must be submitted with the claim. The report must certify the position of the Seat Belt.
- No payment will be made for the Seat Belt or Air Bag benefit for any Insured who is driving or riding as a passenger if:
  - the blood alcohol of the driver or operator of the Automobile is in excess of the legal limit in the jurisdiction in which the Accident occurred; or

- the use of any intoxicant or drug by the driver or operator of the Automobile is determined to be a contributing cause of the Accident, whether or not the intoxicant or drug was prescribed by a Physician.

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

For the purposes of this Additional Benefit:

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

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

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

#### **ADDITIONAL BENEFIT FOR COMA**

If an Accidental Injury which results in a Loss payable under the terms of the Policy causes You to be in a Coma continuously for at least 31 days, We will pay an Additional Benefit. The Additional Benefit for Coma will be payable annually for each month of continuous Coma, but in no event more than 8 years on behalf of You. No Additional Benefit for Coma will be payable after the comatose condition has ceased, whether by death, recovery or any other change of condition. The Additional Benefit will be 1% of the Principal Sum for each month that You are in a Coma. In no event shall the total amount paid for all Accidental Death and Dismemberment Benefits for an Insured exceed the Principal Sum.

The Coma Benefit will be paid to the legally appointed guardian or conservator of Your finances.

If, after qualifying for an Additional Benefit, You suffer another Loss covered under the terms of the Policy, due to the same Accident that caused the comatose condition, the benefit paid for such other Loss will be the benefit stated in the Schedule of Losses reduced by the total amount of benefits paid, including the Additional Benefit for Coma which has been paid, with respect to You as a result of that Accident. If You continue to qualify for an Additional Benefit for Coma after such other loss, the amount of Additional Benefit for Coma paid annually will be redetermined in accordance with the calculation stated above. Only one Coma Benefit will be paid for any one month of Coma, regardless of the number of injuries contributing to or causing the Coma.

We will require monthly Proof of the continuing Comatose condition. We retain the right to investigate to determine whether the Comatose condition exists and continues.

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

**Coma** and **Comatose** mean, for the purposes of this provision, a profound state of unconsciousness from which You cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician. You must be confined in a medical facility during a coma.

## **ADDITIONAL BENEFIT FOR COMMON CARRIER ACCIDENT**

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

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

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

## **ADDITIONAL BENEFIT FOR SPOUSE/REGISTERED DOMESTIC PARTNER EDUCATION**

If a benefit due to Your Accidental Loss of life becomes payable under the Policy, We will reimburse the expenses incurred according to the Additional Benefit for Spouse/Registered Domestic Partner Education stated below, subject to all of the terms and limitations of the Policy and all of the following conditions:

1. Your Spouse/Registered Domestic Partner must have been an Insured under the Policy at the time of Your Accidental Loss of Life.
2. The amount of Additional Benefit is equal to 5% of the Principal Sum, to a maximum of \$5,000.
3. Your surviving Spouse/Registered Domestic Partner must not have been employed at the time of the Accident.
4. Your surviving Spouse/Registered Domestic Partner must seek full-time employment as a result of the Accident within 1 year of the Accident,
5. Your surviving Spouse/Registered Domestic Partner must enroll as a full-time student in an institution of higher learning for the purpose of preparing for employment within 1 year of the Accident.
6. Satisfactory Proof that Your Spouse/Registered Domestic Partner has enrolled as a full-time student must be received at the time of claim. Such Proof must be received no more than 1 year plus 60 days following the date of the Accident.

## **ADDITIONAL BENEFIT FOR CHILD CARE**

If a benefit due to Your Accidental Loss of life becomes payable under the Policy, We will reimburse annually the reasonable and necessary Child care expenses.

The amount of benefit will be the lowest of the following amounts:

1. The amount of Child Care expenses actually incurred; or
2. 5% of Your Principal Sum; or
3. \$5,000 per year per Child; or
4. \$20,000 for all years and all Insured Dependent Children.

The maximum period of time for which Child care benefits will be paid is 48 months from the date of the qualifying Accident.

The Additional Benefit is payable only if:

1. You have elected coverage under the Policy for Dependent Child(ren); and
2. Coverage is in effect on the date of the Accidental-Loss of Life; and
3. You have an Insured Dependent Child(ren) under the age of 13 for whom Child Care expenses are incurred within 365 days of the Loss of Life.

Child care must be provided by a licensed child care provider who is not a member of Your family or Your Spouse's/Registered Domestic Partner's family. Expenses eligible for reimbursement under this Additional Benefit include enrollment or registration fees and weekly or monthly Child care fees. In states where non-institutional Child care providers are not licensed, the Child care provider must provide his or her tax identification number to Us for verification of benefits.

In the event Your Dependent Child satisfies the requirement indicated above, the Additional Benefit for Child Care will be payable to the surviving Spouse/Registered Domestic Partner, provided:

1. the Spouse/Registered Domestic Partner is the legal custodian of the Child; and
2. the Child is dependent upon the Spouse/Registered Domestic Partner; and
3. the Child resides with the Spouse/Registered Domestic Partner.

If there is no surviving Spouse/Registered Domestic Partner or the Child does not reside with the Spouse/Registered Domestic Partner, the Additional Benefit will be payable to the Child's legally appointed guardian.

### **ADDITIONAL PROVISION FOR EXPOSURE AND DISAPPEARANCE**

If You are unavoidably exposed to the elements solely as the result of an Accident, and as a direct result of such exposure You suffer a Loss for which benefits would otherwise be payable under the Schedule of Losses, such Loss will be covered in accordance with all other provisions of the Policy.

If, as a result of the Accidental destruction or disappearance of a conveyance in which You are riding, You disappear and if the body is not found within one year of the date of the report of the disappearance, then it will be presumed that there was Loss of life due to Accidental bodily Injury.

We will only presume You to be dead if there is no evidence to the contrary and supporting documentation from the appropriate court is provided to Us.

If You are later found alive after We have paid a benefit under this Additional Provision, the beneficiary must repay the Disappearance Benefit to Us.

If You are later found dead after We have paid a benefit under this Additional Provision, any accidental death benefit that becomes payable under the Policy as a result of Your death will be reduced by the amount paid under the Additional Provision for Exposure and Disappearance.

## **General Provisions**

### **Currency**

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

### **Class Membership**

An Insured may be covered under only one Class at any time.

### **Misrepresentation**

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

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

### **Incontestability**

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

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

### **Misstatement of Age or Other Facts**

If Your age or any other fact was misstated, We will use the correct facts to determine whether You are Insured and if so, for what amount and duration.

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

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## **Errors**

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

## **Agency**

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

## **Changes to Policy**

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

If a person who is otherwise eligible for insurance does not meet the criteria for an Eligible Employee on the Effective Date of the amendment, the effective date with respect to that person will be on the date that he is again an Eligible Employee. However, if the amendment reduces the amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

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

## **Enforcement of Policy Terms**

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

## **Claim and Payment Provisions**

### **How To Claim Benefits**

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

### **Notice of Claim**

Notice of a claim must be given within 90 days after a covered Loss starts. If this is not reasonably possible, notice must be given as soon as it becomes reasonably possible. Reference to a “loss” in this provision, and the provisions below, means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. Written notice can be given to Us at Our Administrative office or to Our agent. The notice must identify You along with Your Group Policy number, and the name and address of the Claimant.

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

### **Claim Forms**

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

### **Proof of Loss**

Due Written Proof of Loss must be given to Us within 90 days after such Loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible. But, unless delayed by the Claimant’s legal incapacity, the required Proof must be furnished within 2 years of the specified time.

### **Filing Claim Forms**

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

### **Time Of Payment Of Claim**

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

**LBO U 0105 C 10**

## **Payment of Claims**

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

## **Beneficiary Provisions**

### **Designated Beneficiary Provision**

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

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

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

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

### **Important Information Regarding Your Beneficiary Designation**

If You are currently married and name someone other than Your Spouse as Your beneficiary, Your Spouse must sign the approved Beneficiary Designation form. Your beneficiary designation will automatically be deemed revoked upon certain changes in marital status. If You are currently married and later divorce, Your beneficiary designation of Your Spouse will be deemed revoked unless a Court Order requires You to maintain the previous beneficiary designation. If You are currently single and later marry, the beneficiary designation You made will be automatically revoked unless the person You previously named as your beneficiary is the person who becomes your Spouse. Should your beneficiary be automatically revoked due to either of the foregoing events, benefits will be paid in accordance to the succession order described below.

### **Alternate Payment Beneficiary Provision**

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

- Legal Spouse or Registered Domestic Partner;
- Natural and legally adopted children;
- Mother and Father;
- Brother and Sister;
- Estate.

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

### **Release for Payment**

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

It may happen that the person to be paid a benefit (called the "payee") is legally unable to execute a valid release for payment. If a payee is unable to execute a valid release, We may:

- pay any providers on whose charges the claim is based toward satisfaction of those charges; or
- pay any person or institution that has assumed custody and principal support of the payee. This will not be done, though, after claim is made by the payee's duly appointed legal representative.

If the payee dies while any accrued benefits remain unpaid, We may pay any provider on whose charges the claim is based toward satisfaction of those charges. Then, any benefits that still remain unpaid can be paid to anyone related to You by blood or marriage.

The payments under this Release for Payment provision may be made at Our discretion, subject to applicable law, and will not exceed a total of \$500. We will be discharged to the extent of any payments made in good faith under this provision.

If any person who is to receive a benefit payment is a minor or is not legally competent, then the benefit payment will be made to the legally appointed guardian of the person's estate.

### **Physical Examinations**

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

### **Proof Of Continuing Disability for Waiver of Premium**

From time to time You must give Proof satisfactory to Us at Your expense that You are still Disabled. We will ask You for this Proof at reasonable intervals. We will stop Waiver of Premium Benefits if You do not give Proof satisfactory to Us that You are still Totally Disabled.

We may require You to provide Us with the name and address for any Hospital, health facility or institution where You received treatment, including all attending physicians, and to give us Your Written authorization to obtain additional medical information, including but not limited to complete copies of medical records. We may investigate Your claim at any time.

## **Proof Of Financial Loss**

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

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

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

## **Legal Actions**

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

## **Reconsideration Of A Denied Claim**

### **Claims for benefits other than Waiver of Premium.**

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

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

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

### **Claims for Waiver of Premium**

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

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

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

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

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

### **Release of Information**

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

<b>Section II.</b>	<b>ERISA Information</b>
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**Required by the Employee Retirement Income Security Act (ERISA) of 1974**

This information is included in this certificate at the request of the Plan (as identified below) and reflects information provided by the Plan.

**Name of Plan:** Southern California IBEW-NECA Health Trust Fund

**Plan Sponsor:** Southern California IBEW-NECA Health Trust Fund  
6023 Garfield Avenue  
City of Commerce, CA 90040

**ERISA Subsidiary List/List of subsidiaries if any:** Not Applicable

The address of each participating Employer is available from the Plan Administrator upon written request.

**Employer Identification Number:** 95-6140101

**Plan Number:** 503

**Coverage:** Basic Life Insurance, Dependent Life Insurance and  
Accidental Death and Dismemberment Insurance

**Type of Plan:** Multiemployer ERISA Health Trust Fund through  
which benefits are provided for Employee Life  
Insurance, Dependent Life Insurance and Accidental  
Death & Dismemberment Insurance

**Type of Administration:** Multiemployer ERISA Group Contract

**Plan Administrator:** Southern California IBEW-NECA Administrative  
Corporation  
6023 Garfield Avenue  
City of Commerce, CA 90040

**Agent for Service of Legal Process:** Joanne M. Keller, Administrator  
6023 Garfield Avenue  
City of Commerce, CA 90040  
(Service of legal process may also be made  
upon any Trustee)

**Eligibility:** As defined in the Southern California IBEW-NECA  
Health Trust Fund *Summary Plan Description*, as  
amended from time-to-time.

**Plan's Fiscal Year:**

July 1 through June 30

**Cost of Benefits:**

No contribution is required for Basic Life Insurance, Dependent Life and Accidental Death and Dismemberment Insurance.

**Statement of ERISA rights**

The following statement is required by federal law and regulation:

As a participant of Group Life, Dependent Life and Accidental Death and Dismemberment for Employees of: Southern California IBEW-NECA Health Trust Fund, you are entitled to valuable financial protection – beyond your paycheck – that is provided by this plan. These benefits have been summarized and described for you in this Certificate so that you will have the facts you need for reference.

Your group health care benefits have been affected by The Employee Retirement Income Security Act of 1974 (ERISA) since September 2, 1974. ERISA was signed into law to provide additional protection of your rights under this plan. The law does not require the Trust Fund to provide benefits, but it does set standards for any benefits that a Trust Fund wishes to offer. It also requires that you be fully informed of the benefits you can expect to receive and your rights under ERISA.

It is your right to know about your benefit plans in detail. Therefore, in addition to the information provided in this Certificate and your Summary Plan Description, you will receive each year – at no cost – a summary of the annual report of the plan's financial activities. You can also review the various plan documents at the Administrative Trust Funds Office or receive copies of them at reasonable cost, if you file a written request with the Plan Administrator.

You also have a right to expect that the people who are responsible for the activities of the plan, who are called fiduciaries, act prudently and in your best interest. The plan fiduciaries have always acted in this manner, and have a commitment to the company to continue to do so. They also have a commitment under ERISA to make up any losses they may cause the plan through any imprudence.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

There are steps you can take to enforce your rights. You have a right to file suit if:

- A fiduciary has misused funds;
- Anthem and/or the Trust Fund improperly denies you a benefit;
- Anthem and/or the Trust Fund fails to furnish within 30 days any documents you have requested in writing; or
- Anthem and/or the Trust Fund discriminates against you for asserting your rights

We doubt that will ever happen, but the right to file suit and to get the Department of Labor to help you is yours. The court will decide who should pay court costs and legal fees and could require the Plan Administrator to provide materials you requested and pay you up to \$110 a day until you receive the materials. If you are successful, the court may order the person and/or entity you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Neither Anthem nor the Trust Fund can dismiss you or discriminate against you to prevent you from obtaining benefits or exercising your rights under ERISA.

If you have any questions about this plan or your rights under ERISA, please contact the Plan Administrator who will be glad to help you. You can also obtain such information at the nearest Area Office of the U.S. Labor-Management Service Administration, Department of Labor.

## NOTICE OF PRIVACY PRACTICES

Note: The following Notice of Privacy Practices is not a part of Your Certificate of Coverage and does not modify your insured benefits.

### STATE NOTICE OF PRIVACY PRACTICES

We keep the health and financial information of our current and former members private as required by law, accreditation standards, and our rules. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by state law to give you this notice.

#### Your Personal Information

We may collect, use, and share your nonpublic personal information (PI) as described in this notice. If we use or disclose PI for underwriting purposes, we are prohibited from using or disclosing PI that is genetic information of an individual for such purposes.

PI identifies a person and is often gathered in an insurance matter. Because PI is defined as any information that can be used to make judgments about your health, finances, character, habits, hobbies, reputation, career and credit, we take reasonable safety measures to protect the PI we have about you.

#### Collection of Personal Information

We may collect PI about you. PI may be about your health. It may also be demographic, such as your name, address, and birth date or financial, such as your credit card number. In most cases, you are our most important source for this information. We may also collect or check PI by speaking to others, such as your doctor or hospital. We may also contact other insurance companies to whom you have applied. We collect PI about your dealings with us and others acting on our behalf. This includes data about claims, medical history, eligibility, and payment. We may collect this PI by letter, telephone, personal contact, or electronic request.

#### Sharing Personal Information

Your PI is used to manage your coverage well. We do not share the PI of current or former members with others unless you tell us that it is OK for us to do so. We will only share PI without your OK when allowed by law. Here are some samples of when we may give PI to others:

- To third parties that do services for us. They must agree to protect your PI as required by law.
- To third parties so they can give us PI to determine eligibility for benefits or to spot or put a stop to criminal action, fraud, or misrepresentation.
- To our agents and brokers, other insurance companies, self-insured groups, or insurance support groups as needed to spot or put a stop to criminal action, fraud, or misrepresentation.
- To our agents and brokers, other insurance companies, self-insured groups, or insurance support groups as needed to give you the right service or to carry out an insurance matter that has to do with you or a covered member of your family. For example, we may share PI with another insurance company to help manage insurance benefits. In some states, the person who gets the information is not allowed to share it with others without your OK unless you are told about it ahead of time and are given a chance to find out if your PI was shared.
- To a doctor, hospital, or other medical provider to confirm coverage or benefits. To tell you about a medical problem that you may not be aware of. To carry out an operational or service audit.
- To insurance regulatory agencies.
- In response to a court order. This includes a search warrant or subpoena.

- To law enforcement or governmental authority to protect ourselves against an act of fraud, or if we reasonably believe that illegal activities have taken place.
- To industry and professional groups who carry out actuarial and research studies. Normally, the results of such studies benefit our members and the general public. That is why we would share data for that type of purpose. PI is removed to a point that it is still useful before sharing it with researchers. If it is shared, you will not be identified in any report that results from the research. All PI given to researchers is treated in a private manner.
- To your group health plan if reasonably needed to report claims experience or carry out an audit of our services. In some states, we are only allowed to give information on a group level (no PI) for these reasons.
- To a peer review group for review of the service or conduct of a doctor, hospital, or other medical provider.
- To a policyholder to give them information on the status of an insurance matter.
- To the government to decide your eligibility for health benefits if the government may be held responsible.
- To state governments to protect the public health and welfare. But only as needed to allow them to perform their duties when reporting is required or allowed by law.
- To an affiliate when it has to do with an audit of our company, or for marketing an insurance product or service. The affiliate must agree not to share the PI for any other reason or to those who are not affiliated. In some states, we may not share health care information for these reasons. In some states, we are required to get your OK in writing before we share any PI for these reasons.
- To a party to a sale, merger, or consolidation of all or part of our business. We can only share the PI reasonably needed to allow the person getting it to make business choices about the purchase. The person who gets the PI agrees not to share it with others unless allowed by state law.
- To a person who we know has a legal or beneficial interest in an insurance policy. No medical record information is shared unless allowed by state law. Only PI reasonably needed to allow such person to protect his or her interests in such policy is shared.
- To a non-affiliated party to market a product or service. In these cases, information that has to do with your medical records, character, habits, mode of living or reputation, is not shared. The non-affiliated party will only use the limited information to market the product or service. We will only share your information in this way if we gave you the chance to opt-out (see below). In some states, and under HIPAA, we may only share your PI with third parties for marketing reasons if we get an OK in writing from you.
- As otherwise allowed or required by law.

Information obtained from a report prepared by an insurance support group may be kept by the group and made known to other persons. These groups are companies that routinely take part in gathering data about persons just to give the data to an insurance company.

#### Opt-out Opportunity

If we take part in an activity that would require us to give you a chance to opt-out, we will contact you. We will tell you how you can let us know that you do not want us to use or share your PI for that activity.

#### Your Rights

Under state law, you have a number of rights that have to do with your PI.

Access. You may ask for access to certain recorded PI that we can reasonably locate and get for you.

Amendment. You may ask us to correct, change, or delete recorded PI we have if you think it is wrong.

To ask for access or to change your PI, call Customer Service at the phone number printed on your ID card. They can give you the address to send the request. They can also give you any forms we have that may help you with this process. We will need your full name, address, date of birth, all ID numbers and details about what PI you want to access or change.

#### How we protect information

We are dedicated to protecting your PI. We set up a number of policies and practices to help make sure this PI is kept secure.

We keep your oral, written, and electronic PI safe using physical, electronic, and procedural means. These safeguards follow federal and state laws. Some of the ways we keep your PI safe include offices that are kept secure, computers that need passwords, and locked storage areas and filing cabinets. We require our employees to protect PI through written policies and procedures. The policies limit access to PI to only those employees who need the data to do their job. Employees are also required to wear ID badges to help keep people who do not belong out of areas where sensitive data is kept. Also, where required by law, our affiliates and non-affiliates must protect the privacy of data we share in the normal course of business. They are not allowed to give personal information to others without your written OK, except as allowed by law.

#### Complaints

If you think we have not protected your privacy, you can file a complaint with us. We will not take action against you for filing a complaint.

#### Contact Information

Please call Customer Service at the phone number printed on your ID card. They can help you apply your rights, file a complaint, or talk with you about privacy issues.

#### Copies and Changes

You have the right to get a new copy of this notice at any time. Even if you have agreed to get this notice by electronic means, you still have the right to a paper copy. We reserve the right to change this notice. A revised notice will apply to PI we already have about you as well as any we may get in the future. We are required by law to follow the privacy notice that is in effect at this time. We may tell you about any changes to our notice in a number of ways. We may tell you about the changes in a member newsletter or post them on our website. We may also mail you a letter to tell you about changes.

Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente que aparece al dorso de su tarjeta de identificación o en el folleto de inscripción.

This Notice is provided by Anthem Blue Cross Life and Health Insurance Company.

<b>Section III.</b>	<b>Value Added Services</b>
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**Note:** The Value Added additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

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

<b>1.</b>	<b>Resource Advisor</b>
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When you feel pressure from everyday problems like work-related stress or family issues, Resource Advisor can help you get emotional, legal and financial support. No issue is too big or too small – and there's no extra cost to you.

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

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

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

**Let us help if your identity is stolen**

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

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

## Go online for help any time...and a lot more

When you visit [www.ResourceAdvisorCA.Anthem.com](http://www.ResourceAdvisorCA.Anthem.com) you'll find:

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

## Give added support to beneficiaries when they need it most.

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

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

\* Beneficiary Companion services are provided by Generali Global Assistance, Inc., an independent company providing these services on behalf of Anthem Blue Cross Life and Health Insurance Company.

## Keep Resource Advisor close at hand. Just cut out and carry this wallet card.

**Get support, advice and resources 24/7.**

**Call 888-209-7840 or visit**  
**[www.ResourceAdvisorCA.Anthem.com](http://www.ResourceAdvisorCA.Anthem.com)**

**Then log in with the program name:**  
**AnthemResourceAdvisor**

**Note: if you retire, you can only use Resource Advisor until your retirement starts.**

<b>2.</b>	<b>Save money with SpecialOffers@Anthem</b>
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Saving money is good. Saving money on things that are good for you – that's even better. With SpecialOffers@Anthem, you can receive discounts on products and services that help promote better health and well being. And, there's no extra cost to you. SpecialOffers@Anthem is just one of the perks of being a member.

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

<b>3.</b>	<b>Travel Assistance</b>
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### **Bring the comforts of home on the road**

What would happen if you got sick in another city or country? Who would you call if you couldn't speak the language? We've teamed up with Generali Global Assistance, Inc. to give you vital travel services that help you when you or your family are 100 miles or more from home – whether personal or business travel.

### **A helping hand in medical emergencies**

You can feel safe knowing that you can use Travel Assistance services 24 hours a day. If you need emergency medical care while traveling, call Generali Global Assistance, Inc. for a medical evaluation. If medically necessary, Generali Global Assistance, Inc. will:

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

### **Your travel companion**

- You've enrolled in travel assistance when you choose group term life insurance from Anthem Blue Cross.
- Travel assistance services are offered to you and your family 24 hours a day, seven days a week.

Not only does this program help out during medical emergencies, it also offers personal services:

- Send and receive emergency messages
- Emergency cash advances (up to \$500<sup>2</sup>)
- Emergency medical payments (up to \$10,000<sup>2</sup>)
- Legal help and bail (up to \$5,000<sup>2</sup>)

## Easy access to travel tips

Generali Global Assistance, Inc. can give you useful tips before you travel, such as vaccine and passport requirements, foreign exchange rates, travel advice and weather conditions.

You can get details by calling Generali Global Assistance, Inc.:

**From the U.S. and Canada:** 866-295-4890

**From other countries (call collect):** 202-296-7482

**Username:** AnthemBC

**Password:** 95164

<sup>1</sup> In all cases, Generali Global Assistance, Inc. only suggests a medical professional, medical facility or attorney that gives services to the eligible member. They are not employees or agents of Generali Global Assistance, Inc. or Anthem Blue Cross. You choose the medical professional, facility or legal counsel you want. Generali Global Assistance, Inc. or Anthem Blue Cross is not liable for any medical advice or legal counsel given by the medical professional or attorney. Generali Global Assistance, Inc. is also not liable for the negligence or other wrongful acts or omissions of any of the health or legal care professionals who give these services. The covered member cannot take action against Generali Global Assistance, Inc. or Anthem Blue Cross for its suggestion of or contract with a medical professional or attorney.

<sup>2</sup> You must pay back Generali Global Assistance, Inc. for these costs.

Generali Global Assistance, Inc. is not affiliated with Anthem Blue Cross and the services provided are not part of the insurance coverage provided by Anthem Blue Cross. The agreement between Generali Global Assistance, Inc. and Anthem Blue Cross is subject to change, which may affect the services offered.

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

**Anthem Blue Cross Life and Health Insurance Company**  
**Administrative Office**  
**21555 Oxnard Street**  
**Woodland Hills, CA 91367**