



The Lincoln National Life Insurance Company  
A Stock Company Home Office Location: Fort Wayne, Indiana  
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066  
(800) 423-2765 Online: [www.LincolnFinancial.com](http://www.LincolnFinancial.com)

CERTIFIES THAT Group Policy No. 000010191914 has been issued to

Chittenden Solid Waste District  
(The Group Policyholder)

The issue date of the Policy is July 1, 2014.

The insurance is effective only if the Employee is eligible for insurance and becomes and remains insured as provided in the Group Policy.

Certificate of Insurance for Class 1

You are entitled to the benefits described in this Certificate if you are eligible for insurance under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. As a Certificate of Insurance, it is not a contract of insurance; it only summarizes the provisions of the Policy and is subject to the Policy's terms.

**The Policy contains an Accelerated Death Benefit provision. Receipt of an Accelerated Death Benefit will reduce benefits specified in the Policy. Accelerated Death Benefits may be taxable. As with all tax matters, the Insured Person should consult a professional tax advisor before applying for this benefit. Please read the Limitations section of the Accelerated Death Benefit included in the Policy.**

A handwritten signature in cursive script that reads "Dennis R. Glass".

PRESIDENT

**CERTIFICATE OF GROUP LIFE INSURANCE**

**Chittenden Solid Waste District  
000010191914  
SCHEDULE OF INSURANCE**

**ELIGIBLE CLASS**

Class 1 All Full-Time Employees

The following chart applies to the Extension of Death Benefit provision and Continuation of Coverage provision when benefits end upon attainment of the Social Security Normal Retirement Age:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 and prior	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 54	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and later	67

Note: Persons born on January 1 of any year should refer to the Normal Retirement Age for the previous year.

Under the Continuation of Coverage provision, the word "retire" or "retirement" means your attainment of the Social Security Normal Retirement Age. The use of the word "retire" or "retirement" elsewhere in this Certificate means your retirement from employment with the Employer.

NOTE: AD&D benefits are subject to Limitations. They are not payable for losses due to voluntary drug use (except when prescribed by a Physician), voluntary inhalation of gas (unless administered by a physician), flight in balloons or gliders, driving while intoxicated and other contributory causes as stated in the Policy.

**Chittenden Solid Waste District**  
**000010191914**  
**SCHEDULE OF INSURANCE**  
**For**  
**Class 1 - All Full-Time Employees**

MINIMUM HOURS: 30 hours per week

WAITING PERIOD: (For date insurance begins, refer to "Effective Dates of Coverages" section)  
None

**Basic Annual Earnings** means your annual base salary or annualized hourly pay from the Employer before taxes on the Determination Date. The "**Determination Date**" is the last day worked just prior to the loss.

It does **not** include commissions, bonuses, overtime pay, or any other extra compensation. It does **not** include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records or the amount for which premium has been paid; whichever is less.

**LIFE AND AD&D INSURANCE**

Benefit Amount

Personal Life Insurance	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$110,000.
AD&D Insurance Principal Sum	One times Basic Annual Earnings, rounded to the next higher \$1,000; subject to a maximum of \$110,000.

Personal Life and AD&D Insurance will be reduced as follows:

- At age 65, benefits will reduce by 35% of the original amount;
  - At age 70, benefits will reduce an additional 15% of the original amount;
  - At age 75, benefits will reduce an additional 15% of the original amount.
- Benefits will terminate when you retire.

If you first enroll for Personal Life and AD&D Insurance at age 65 or older, the above age reductions will apply to:

- Any Guarantee Issue Amount available without evidence of insurability; and
- The maximum amount of insurance for which you are eligible.

**Chittenden Solid Waste District**  
**00010191914**  
**SCHEDULE OF INSURANCE**  
**For**  
**Class 1**  
**LIFE AND AD&D INSURANCE (CONTINUED)**

**DEPENDENTS INSURANCE**

Dependent Life Insurance	Benefit Amount
Spouse	\$2,500
Dependent Child (age 14 days to 6 months)	\$1,000
Dependent Child (age 6 months to 19 years, 23 years if a full-time student)	\$2,500

Spouse Life Insurance will terminate when your Spouse attains age 70

## TABLE OF CONTENTS

Amount of Insurance.....	3
Definitions.....	3
Eligibility.....	4
Effective Dates of Coverages.....	4
Termination of Coverage.....	5
Continuation of Coverage.....	6
Death Benefit.....	7
Beneficiary.....	7
Assignments.....	8
Extension of Death Benefit.....	9
Accelerated Death Benefit.....	10
Conversion Privilege.....	12
Dependents Life Insurance.....	13
Accidental Death and Dismemberment Insurance.....	15
Safe Driver Benefit.....	21
Claims Procedures for Life or Accidental Death and Dismemberment Benefits.....	22
Notice.....	25
Prior Insurance Credit Provision.....	26

## AMOUNT OF INSURANCE

The amount of your insurance is determined by the Schedule of Insurance in the Policy. The initial amount of coverage is the amount which applies to your class on the day your coverage takes effect. You may become eligible for increases in the amount of insurance in accord with the Schedule of Insurance. Any such increase will take effect on the latest of:

- (1) the first day of the Insurance Month which coincides with or follows the date on which you become eligible for the increase; provided you are Actively at Work on that day;
- (2) the day you resume Active Work, if you are not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not you are Actively at Work.

## DEFINITIONS

ACTIVE WORK or ACTIVELY AT WORK means an employee's performance of all customary duties of his or her occupation on a Normal Work Schedule at:

- (1) the EMPLOYER'S place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY or DATE means at 12:01 A.M., Standard Time, at the Group Policyholder's place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

EMPLOYER means the Group Policyholder or the Participating Employer named on the Face Page.

ACTIVE EMPLOYEE means an employee of the EMPLOYER:

- (1) whose employment with the EMPLOYER is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least 17 ½ hours each week.

INSURANCE MONTH means:

- (1) that period of time beginning on the Issue Date of the Policy and extending for one month; and
- (2) each subsequent month beginning on the same day after that.

NORMAL WORK SCHEDULE means the regular number of hours per week that the ACTIVE EMPLOYEE is scheduled to work just prior to the date the period of Disability begins. It may not be less than 17 ½ hours per week.

PERSONAL INSURANCE means the insurance provided by the Policy on Insured Persons.

PHYSICIAN means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

POLICY means the Group Insurance Policy issued by the Company to the Group Policyholder. A copy of the Policy may be examined upon request at the Group Insurance Service Office of the Group Policyholder.

## **ELIGIBILITY**

If you are an Active Employee and a member of an employee class shown in the Schedule of Insurance; then you will become eligible for the coverage provided by the Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the day you complete the Waiting Period as an Active Employee.

WAITING PERIOD. (See Schedule of Insurance).

## **EFFECTIVE DATES OF COVERAGES**

Your insurance is effective on the latest of:

- (1) the day you become eligible for the coverage;
- (2) the day you resume Active Work, if you are not Actively at Work on the day you become eligible;
- (3) the day you make written application for coverage; and sign:
  - (a) a payroll deduction order, if you pay any part of the premium; or
  - (b) an order to pay premiums from your Section 125 Plan account, if Employer contributions are paid through a Section 125 Plan; or
- (4) the day the Company approves your coverage, if evidence of insurability is required.

Evidence of insurability is required if:

- (1) you apply for coverage more than 31 days after you become eligible; or
- (2) you make written application to re-enroll for coverage after you have requested:
  - (a) to cancel your coverage;
  - (b) to stop payroll deductions for the coverage; or
  - (c) to stop premium payments from your Section 125 Plan account.

**EXCEPTIONS.** If your coverage terminates due to an approved leave of absence or a military leave, any Waiting Period or evidence of insurability requirement will be waived upon your return; provided:

- (1) you return within six months after the leave begins;
- (2) you apply or are enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

If your coverage terminates due to a lay-off, the Company will waive any Waiting Period or evidence of insurability requirement upon your return; provided:

- (1) you return within 12 months after the date the lay-off begins;
- (2) you apply or are reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date you return to Active Work.

If your coverage terminates because your employment ends, the Company will waive any Waiting Period or evidence of insurability requirement upon your return; provided:

- (1) you are rehired within 12 months after employment terminated;
- (2) you apply or are reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date you return to Active Work.

## TERMINATION OF COVERAGE

Your coverage terminates on the earliest of:

- (1) the day the Policy terminates;
- (2) the last day of the Insurance Month in which you request termination;
- (3) the last day of the period for which the premium for your insurance has been paid;
- (4) the day you cease to be a member of an employee class shown in the Schedule of Insurance;
- (5) with respect to any particular insurance benefit, the day the part of the Policy providing that benefit terminates;
- (6) the day your employment with the Employer terminates; or
- (7) the day you enter the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work terminates your eligibility. However, it may be possible to continue all or part of your insurance during a temporary lay off, leave of absence or military leave; or while you are unable to work due to sickness or injury. The conditions concerning such a continuance may be found in the Policy. See your Employer for this information.



## CONTINUATION OF COVERAGE

This section applies to any Basic Personal Life Insurance and Accidental Death and Dismemberment Insurance provided by the Policy. Such insurance may be continued until you attain the Social Security Normal Retirement Age, by paying the required premiums, when:

- (1) your employment with the Employer ends for a reason other than sickness or injury or retirement; and
- (2) the insurance has been in force for at least 12 months in a row just prior to the date employment ends.

Continuation of insurance under this provision will follow any state required continuation or other continuation allowed under the Ceasing Active Work section of the Policy.

To continue insurance, written application and the first premium payment must be made to the Company, within 31 days of the date insurance would otherwise end.

The Continuation of Coverage is not available when Policy coverage terminates solely because:

- (1) your Employer ceases to be a Participating Employer; or
- (2) the Policy terminates.

For life insurance that terminates under the Policy due to your termination of membership in an eligible class; see the Conversion Privilege section of this Certificate.

**AMOUNT OF COVERAGE.** The amount of continued insurance may not exceed the amount in force when employment ends. During the continuation period the amount of insurance may not be increased. Continued insurance will be subject to any reduction on account of age, as shown in the Schedule of Insurance.

You may decrease the amount of continued insurance at any time, by completing a request form supplied by the Company. The decrease will take effect on the first day of the Insurance Month after the Company receives the request.

**PAYMENT OF PREMIUM.** Timely payment of premium must be made directly to the Company, throughout the period of continued insurance. Premiums will be based on attained age as shown in the premium information provided with the application. A direct billing fee will be added to the premium based on the frequency chosen. The premium frequency may be changed by sending the Company advance written request on forms supplied by the Company. Such request may be sent at any time while continued insurance is in force, except during a Grace Period.

**TERMINATION OF COVERAGE.** Continued insurance will end on the earliest of:

- (1) the date the Policy terminates;
- (2) the last day of the Insurance Month in which termination is requested;
- (3) the last day of the Insurance Month for which premium is paid;
- (4) the date you attain the Social Security Normal Retirement age, or die;
- (5) the date insurance would otherwise end had you remained an Active Employee; or
- (6) the date you enter the armed forces of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium.)

When continued insurance ends, you may be entitled to purchase an individual life policy, in accord with the Conversion Privilege section of this Certificate.

## **DEATH BENEFIT**

Upon receipt of satisfactory proof of your death, the Company will pay a death benefit equal to the amount of Personal Life Insurance in effect on the date of your death. The benefit will be paid in accord with the Beneficiary section. Arrangements may be made to have this death benefit paid in installments.

## **BENEFICIARY**

Your Beneficiary is the person or persons named on your enrollment card. The Beneficiary may be changed in accord with the terms of the Policy. If you have not named a Beneficiary, or if no named Beneficiary is living when you die; then the death benefit will be paid to your:

- (1) surviving spouse; or, if none
- (2) surviving child or children in equal shares; or, if none
- (3) surviving parent or parents in equal shares; or, if none
- (4) surviving brothers and sisters in equal shares; or, if none
- (5) estate, or in accord with the Facility of Payment section of the Policy.

## ASSIGNMENTS

Personal Life Insurance and Accidental Death Insurance may be assigned. The assignments allowed under the Policy are absolute assignments and funeral assignments as described below.

No assignment will be binding on the Company unless and until:

- (1) it is made on a form furnished by the Company;
- (2) the original is completed and filed with the Company at its Group Insurance Service Office;  
and
- (3) it is approved by the Company.

The Company and the Employer do not assume responsibility for the validity or effect of an assignment.

**ABSOLUTE ASSIGNMENTS.** You may make an irrevocable assignment of your Personal Life Insurance and Accidental Death Insurance as a gift (with no consideration), providing you have the legal capacity and the mental capacity to do so. It may be made to a trust or to one or more of your relatives, their estates, or to a trustee of a trust under which one of the relatives is a beneficiary.

The term "relatives" includes, but is not limited to, your spouse or party to a civil union, parents, grandparents, aunts, uncles, siblings, children, adopted children, stepchildren, and grandchildren.

In some states, community property is an established form of ownership that must be considered in making an assignment. If you make an absolute assignment to two or more assignees, such assignees will be joint owners with the right of survivorship between them. You should consult with your own legal advisor before making an assignment.

Once the assignment has been recorded by the Company, you can no longer change the beneficiary and cannot apply for conversion. Only the assignee can change the beneficiary designation if the previous designation is revocable. An assignment will have no effect on a prior irrevocable beneficiary designation. Only the assignee can apply for conversion but only when the Conversion Privilege provision would have been available to you in the absence of the assignment under the Policy.

An absolute assignment cannot be used as a collateral assignment.

**FUNERAL ASSIGNMENTS.** Upon your death, the beneficiary may assign the Personal Life Insurance benefit and Accidental Death Insurance benefit to a funeral home for payment of burial expenses. After payment has been made for the burial expenses to the assigned funeral home, the remaining death benefit is then paid in accord with the Beneficiary and Settlement Options sections of the Policy.

## EXTENSION OF DEATH BENEFIT IF YOU BECOME TOTALLY DISABLED

Your life insurance will be continued, **without payment of premiums**, if:

- (1) you become Totally Disabled while insured and before reaching age 60;
- (2) you remain Totally Disabled for at least 6 months in a row; and
- (3) you submit satisfactory proof within the 7th through 12th months of disability; or:
  - (a) as soon as reasonably possible after that; but
  - (b) not later than the 24th month of disability, unless you were legally incapacitated.

**PREMIUM PAYMENT.** Premium payments must continue until you are approved for this benefit, or the Policy terminates, if earlier. Upon receipt of satisfactory proof, the Company will refund up to 12 months' premium paid for your life insurance, from your 1st day of Total Disability.

**DEFINITION.** For this benefit, Total Disability or Totally Disabled means you:

- (1) are unable, due to sickness or injury, to engage in any employment or occupation for which you are or become qualified by reason of education, training, or experience; and
- (2) are not engaging in any gainful employment or occupation.

**AMOUNT CONTINUED.** The amount of Personal Life Insurance and any Dependent Life Insurance continued will be subject to the reductions and terminations in effect under the Policy on the day your Total Disability begins. Any Accidental Death and Dismemberment Benefit will not be continued.

**ADDITIONAL PROOF.** From time to time, you must submit proof that your Total Disability is continuing. Proof will be at your expense; unless the Company requests to have you examined by a Physician of its choice. If you die after submitting proof, further proof must be submitted to the Company showing that you remained continuously and Totally Disabled until death. If you die within 12 months after Total Disability begins, but before submitting proof; then your death benefit will still be paid under the terms of the Policy. But the Company must first receive satisfactory proof of your continuous Total Disability, from your last day of Active Work until your date of death.

**TERMINATION.** Any life insurance continued under this section will terminate automatically on:

- (1) the day you cease to be Totally Disabled;
- (2) the day you fail to take a required medical examination;
- (3) the 60th day after the Company mails a request for additional proof, if it is not given;
- (4) the effective date of your individual conversion policy, with respect to any amount of life insurance converted in accord with the Conversion Privilege section; or
- (5) the day you reach Social Security Normal Retirement Age (SSNRA), as shown in the Schedule of Insurance (whichever occurs first).

If your Total Disability ends, and you **do not return** to a class eligible for Policy coverage; then you may exercise the Conversion Privilege. If your Total Disability ends, and you **do return** to an eligible class; then your Policy coverage will resume when premium payments are resumed, and any conversion policy is surrendered as provided in the Policy.

## ACCELERATED DEATH BENEFIT

**NOTE: Payment of an Accelerated Death Benefit accelerates and reduces the death benefit. This Accelerated Death Benefit provision is not intended to be used as long term care insurance. An Accelerated Death Benefit payment may have tax consequences – seek the advice of your personal tax advisor. An Accelerated Death Benefit payment may affect qualifications for government entitlement programs. When an Accelerated Death Benefit is paid, you will receive a new Certificate Face Page or Schedule Page disclosing the remaining death benefit.**

BENEFIT. The Accelerated Death Benefit is an advance payment of part of your Personal Life Insurance. It may be paid to you, in a lump sum, once during your lifetime.

To qualify, you must:

- (1) have satisfied the Active Work requirement under the Policy;
- (2) have been insured under the Policy for at least 12 months; and
- (3) have at least \$2,000 of Personal Life Insurance under the Policy on the day before the Accelerated Death Benefit is paid.

Receiving the Accelerated Death Benefit will reduce the Remaining Life Insurance and the Death Benefit payable at death, as shown on the next page.

"Claimant," as used in this section, means the Terminal Insured Person for whom the Accelerated Death Benefit is requested.

"Terminal" means you have a medical condition which is expected to result in death within 12 months, despite appropriate medical treatment.

APPLYING FOR THE BENEFIT. To withdraw the Accelerated Death Benefit, you (or your legal representative) must send the Company:

- (1) written election of the Accelerated Death Benefit, on forms supplied by the Company; and
- (2) satisfactory proof that the Claimant is Terminal, including a Physician's written statement.

The Company reserves the right to decide whether such proof is satisfactory.

Before paying an Accelerated Death Benefit, the Company must also receive the written consent of any irrevocable beneficiary, assignee or bankruptcy court with an interest in the benefit. (See Limitations 3, 4, and 5.)

AMOUNT OF THE BENEFIT. You may elect to withdraw an Accelerated Death Benefit in any \$1,000 increment; subject to:

- (1) a minimum of \$1,000 or 10% of the Claimant's amount of Life Insurance (whichever is greater); and
- (2) a maximum of \$250,000 or 100% of the Claimant's amount of Life Insurance (whichever is less).

To determine the Accelerated Death Benefit, the Company will use the lesser of A or B below:

- A. the Claimant's amount of Life Insurance which is in force on the day before the Accelerated Death Benefit is paid; or
- B. the Claimant's amount of Life Insurance which would be in force 12 months after that date; if the coverage is scheduled to reduce, due to age, within 12 months after the Accelerated Death Benefit is paid.

ADMINISTRATIVE CHARGE: NONE

WITHDRAWAL FEE: NONE

**ACCELERATED DEATH BENEFIT**  
**(Continued)**

**EFFECT ON AMOUNT OF LIFE INSURANCE.** "Remaining Life Insurance" means the amount of Life Insurance which remains in force on the Claimant's life after an Accelerated Death Benefit is paid. The Remaining Life Insurance will equal:

- (1) the Claimant's amount of Life Insurance which was used to determine the Accelerated Death Benefit (A or B above); minus
- (2) any percentage by which the Claimant's coverage is scheduled to reduce, due to age; if the reduction occurs more than 12 months after the Accelerated Death Benefit is paid, and while he or she is still living; minus
- (3) the amount of the Accelerated Death Benefit withdrawn.

**PREMIUM:** There is no additional charge for this benefit. Continuation of the Remaining Life Insurance will be subject to timely payment of the premium for the reduced amount; unless you qualify for waiver of premium under the Policy's Extension of Death Benefit provision, if included.

**CONDITIONS.** If the Claimant exercises the Conversion Privilege after an Accelerated Death Benefit is paid, the amount of the conversion policy will not exceed the amount of his or her Remaining Life Insurance. If the Claimant has Accidental Death and Dismemberment benefits under the Policy, the Principal Sum will not be affected by the payment of an Accelerated Death Benefit.

**EFFECT ON DEATH BENEFIT.** When the Claimant dies after an Accelerated Death Benefit is paid, the amount of Remaining Life Insurance in force on the date of death will be paid as a Death Benefit. Your Death Benefit will be paid in accord with the Beneficiary section of the Policy. If the Claimant dies after application for an Accelerated Death Benefit has been made, but before the Company has made payment; then the request will be void and no Accelerated Death Benefit will be paid. The amount of Life Insurance in force on the date of death will be paid in accord with Policy provisions.

**EFFECT ON TAXES AND GOVERNMENT BENEFITS.** Any Accelerated Death Benefit amount withdrawn may be taxable income to you. Receipt of the Accelerated Death Benefit may also affect the Claimant's eligibility for Medicaid, Supplemental Security Income and other government benefits. The Claimant should consult his or her own tax and legal advisor before applying for an Accelerated Death Benefit. The Company is not responsible for any tax owed or government benefit denied, as a result of the Accelerated Death Benefit payment.

**LIMITATIONS.** No Accelerated Death Benefit will be paid:

- (1) if any required premium is due and unpaid;
- (2) on any conversion policy purchased in accord with the Conversion Privilege;
- (3) without the written approval of the bankruptcy court, if you have filed for bankruptcy;
- (4) without the written consent of the beneficiary, if you have named an irrevocable beneficiary;
- (5) without the written consent of the assignee, if you have assigned your rights under the Policy;
- (6) if any part of the Life Insurance must be paid to your child, spouse or former spouse; pursuant to a legal separation agreement, divorce decree, child support order or other court order;
- (7) if the Claimant is Terminal due to a suicide attempt, while sane or insane; or due to an intentionally self-inflicted injury;
- (8) if a government agency requires you or the Claimant to use the Accelerated Death Benefit to apply for, receive or continue a government benefit or entitlement;
- (9) if an Accelerated Death Benefit has been previously paid for the Claimant under the Policy; or
- (10) to any of your creditors or used to pay any of your debts or liabilities.

## CONVERSION PRIVILEGE

GENERAL BENEFIT. If your insurance or insurance on a Dependent terminates for any reason except:

- (1) termination or amendment of the Policy; or
- (2) your request for:
  - (a) termination of insurance; or
  - (b) cancellation of your payroll deduction,

an individual life policy, known as a conversion policy, may be purchased without evidence of insurability.

To purchase a conversion policy, application and payment of the first premium must be made within 31 days after the life insurance is terminated.

The conversion policy will:

- (1) be in an amount not to exceed the amount of life insurance which was terminated;
- (2) be on any form (except term) then issued by the Company at the age and amount for which application is made;
- (3) be issued at the person's age at nearest birthday;
- (4) be issued without disability or other supplemental benefits; and
- (5) require premiums based on the class of risk to which the person then belongs.

CONVERSION BENEFIT WHEN POLICY IS TERMINATED OR AMENDED. A conversion policy also may be purchased if:

- (1) all or part of your insurance or insurance on a Dependent terminates due to amendment or termination of the Policy; and
- (2) the person applying for the conversion policy has been covered continuously under the Policy for at least 5 years.

A conversion policy issued due to Policy termination or amendment will be subject to conditions (1) through (5) above; except its amount may not exceed the lesser of:

- (1) \$2,000; or
- (2) the amount of life insurance which terminates, less the amount of any group life insurance for which the person becomes eligible within 31 days after the termination.

The conversion policy will take effect on the later of:

- (1) its date of issue; or
- (2) 31 days after the date the insurance terminated.

If death occurs during the 31 day conversion period, the Company will pay the life insurance which could have been converted even if no one applied for the conversion policy.

When your insurance terminates, written notice of your right to convert will be given to you.

If written notice is not given to you at least 15 days before the end of the 31 day conversion period, an additional period in which to convert will be granted. Any such extension of the conversion period will expire on the earlier of:

- (1) 15 days after you are given the written notice; or
- (2) 60 days after the end of the 31 day conversion period, even if you are never given such notice.

No death benefit will be payable under the Policy after the 31 day conversion period has expired even though the right to convert may be extended.

## DEPENDENTS LIFE INSURANCE

**DEATH BENEFIT.** If your Dependent dies while insured under the Policy, the Company will pay the amount of Dependents Life Insurance in effect on the date of the death. This amount is shown in the Schedule of Insurance. The death benefit will be paid to you. If you are not living when your Dependent dies, the death benefit will be paid to your beneficiary or in accord with the Facility of Payment section of the Policy.

**DEPENDENT.** A Dependent means a person who meets the definition of your dependent under the provision of the U.S. Internal Revenue Code; and is your:

- (1) spouse who is not legally separated from you;
- (2) unmarried child at least 14 days but less than 19 years of age;
- (3) unmarried child less than 23 years of age, if attending an accredited educational institution for the minimum credit hours required to maintain full-time student status there; or
- (4) unmarried child who is totally and permanently disabled and who became so disabled prior to reaching 19 years of age.

A legally adopted child is considered your child from the date of placement in your home for an agency adoption; or from the date the adoption petition is filed, if later, for a private adoption.

In addition to naturally born and legally adopted children, the word "child" includes your stepchild or foster child; provided the child resides in your household and is dependent on you for principal support.

The term Dependent does not include anyone serving in the armed forces of any state or country; except for duty of 30 days or less for training in the Reserves or National Guard.

**ELIGIBILITY.** You become eligible for Dependents Life Insurance on the later of:

- (1) the date you become eligible for other coverages provided by the Policy;
- (2) the effective date of this section; or
- (3) the date you first acquire a Dependent.

**EFFECTIVE DATE.** Your Dependents Life Insurance will become effective on the later of:

- (1) the date you become eligible for Dependents Life Insurance;
- (2) the date you sign your payroll deduction order and apply for the coverage; or
- (3) the date the Company approves any required evidence of insurability on all your Dependents.

If you acquire a new Dependent while insured for Dependents Life Insurance, his or her insurance will become effective on the date the Dependent is acquired.

If a Dependent is confined in a hospital on the date insurance would otherwise take effect, his or her insurance will become effective on the 10th day following final discharge from the hospital.

**EVIDENCE OF INSURABILITY.** Each of your Dependents must submit evidence of insurability to the Company, if you apply for Dependents Life Insurance:

- (1) more than 31 days after the date you become eligible for Dependents Life Insurance;
- (2) after requesting to terminate Dependents Life Insurance or cancelling the payroll deduction order; or
- (3) after coverage has automatically terminated, due to failure to pay premium by the end of the grace period.



**DEPENDENTS LIFE INSURANCE**  
**(Continued)**

INDIVIDUAL TERMINATION OF DEPENDENT INSURANCE. Your Dependents Life Insurance will cease for all your Dependents on the earliest of:

- (1) the date your Personal Insurance terminates;
- (2) the date Dependent Life Insurance is discontinued under the Policy;
- (3) the date you cease to be in a class of employees eligible for Dependent Life Insurance;
- (4) the date you request that the Dependent Life Insurance be terminated; or
- (5) the last day of the period for which you have made any required contribution for the cost of the Dependents Life Insurance.

Dependents Life Insurance on a particular Dependent will cease on the earliest of:

- (1) the date he or she ceases to be a Dependent as defined in the Policy;
- (2) the date he or she becomes covered under the Policy as an Insured Person; or
- (3) the date he or she enters the armed forces of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If you send proof of military service, the Company will refund any unearned premium).

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

**DEATH OR DISMEMBERMENT BENEFIT FOR AN INSURED PERSON.** The Company will pay the benefit listed below, if:

- (1) you sustain an accidental bodily injury while insured under this provision; and
- (2) that injury directly causes one of the following losses within 365 days after the date of the accident.

The loss must result directly from the injury and from no other causes.

LOSS	BENEFIT FOR COMMON CARRIER ACCIDENT	BENEFIT FOR OTHER COVERED ACCIDENT
Loss of Life	2 Times Principal Sum	Principal Sum
Loss of One Member (Hand, Foot or Eye)	Principal Sum	½ Principal Sum
Loss of Two or More Members	2 Times Principal Sum	Principal Sum
Quadriplegia (Paralysis of Both Arms and Both Legs)	2 Times Principal Sum	Principal Sum
Paraplegia (Paralysis of Both Legs)	Principal Sum	½ Principal Sum
Hemiplegia (Paralysis of Arm and Leg of Same Side)	Principal Sum	½ Principal Sum

The Principal Sum for your class is shown in the Schedule of Insurance.

**MAXIMUM PER PERSON.** If you sustain more than one loss resulting from the same accident, the benefit:

- (1) will be the one largest amount listed;
- (2) will not exceed two times the Principal Sum for all of your combined losses resulting from a Common Carrier Accident; and
- (3) will not exceed the Principal Sum for all of your combined losses resulting from any other covered accident.

**TO WHOM PAYABLE.** Benefits for your loss of life will be paid in accord with the Beneficiary section. All other benefits will be paid to you.

**LIMITATIONS.** Benefits are not payable for any loss to which a contributing cause is:

- (1) intentional self-inflicted injury or self-destruction;
- (2) disease, bodily or mental infirmity, or medical or surgical treatment of these;
- (3) participation in a riot;
- (4) duty as a member of any military, naval or air force;
- (5) war or any act of war, declared or undeclared;
- (6) participation in the commission of a felony;
- (7) voluntary use of drugs; except when prescribed by a Physician, unless administered by a Physician in a controlled setting;
- (8) voluntary inhalation of gas, including carbon monoxide;
- (9) travel or flight in any aircraft, including balloons and gliders; except as a fare paying passenger on a regularly scheduled flight; or
- (10) driving a vehicle while intoxicated.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
CONTINUED**

**DEFINITIONS.**

"Beneficiary" means the person(s) named on your enrollment form. You may change the Beneficiary by filing a written notice of the change with the Company at its Group Insurance Service Office.

"Common Carrier Accident" means a covered accidental bodily injury which is sustained while riding as a fare paying passenger (not a pilot, operator or crew member) in or on, boarding or getting off from a Common Carrier.

"Common Carrier" means any land, air or water conveyance operated under a license to transport passengers for hire.

"Intoxicated" shall be defined by the jurisdiction where the accident occurs. The exclusion will apply whether or not the driver is convicted.

"Loss of a Member" includes the following:

- (1) "Loss of Hand or Foot," means complete severance through or above the wrist or ankle joint.
- (2) "Loss of an Eye," means total and irrevocable loss of sight in that eye.

"Paralysis" means complete and irreversible loss or use of an arm or leg (without severance).

**REPATRIATION BENEFIT.** The Company will pay a Repatriation Benefit, if:

- (1) you die as a result of a covered accident at least 150 miles from your principal place of residence; and
- (2) expense is incurred for the preparation and transportation of your body to a mortuary.

This benefit will be paid in addition to all other benefits payable under the Policy. This benefit will equal the expenses incurred for the preparation and transportation of your body to a mortuary subject to a maximum of \$5,000. This benefit will be paid:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expense incurred, if later.

**PROOF.** In order for this benefit to be payable, proof of payment for any expenses incurred for Repatriation must be provided to the Company.

**TO WHOM PAYABLE.** Benefits for Repatriation will be paid in accord with the Beneficiary and/or Facility of Payment sections of the Policy.

Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
CONTINUED**

**EDUCATION BENEFIT.** The Company will pay an Education Benefit for each of your eligible Dependent Children, if you:

- (1) are injured in a covered accident while insured under the Policy;
- (2) die as a direct result of such injuries within 365 days after the accident; and
- (3) are survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Education Benefit, your Dependent Child:

- (1) must be dependent on you for principal support;
- (2) must be enrolled as a Full-Time Student on the date of your death or within 365 days after that date; and
- (3) must incur expenses after the date of your death for tuition, fees, books, room and board, or any other costs payable directly to (or approved and certified by) that school.

This benefit will be paid in addition to all other benefits payable under the Policy. The benefit will equal the actual expense incurred after the date of your death up to 5% of your Principal Sum, subject to a maximum of \$5,000 for each eligible Dependent Child per year, for up to 4 consecutive years or until age 25. The benefit will be paid to your Dependent Child, if your child has reached the age of majority. Otherwise, benefits will be paid to your child's legal guardian. The first payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of payment for the expenses incurred and that your eligible Dependent Child meets the above requirements, if later.

Subsequent payments will be made when the Company receives:

- (1) verification that the eligible Dependent Child continues to be a Full-Time Student during each additional semester/year; and
- (2) proof of payment for the expenses incurred.

"Full-Time Student" means a Dependent Child who:

- (1) is attending a licensed or accredited college, university or vocational school (beyond the 12th grade);
- (2) is considered a full-time student based upon that school's standards; and
- (3) incurs expenses for tuition, fees, books, room and board, or other costs payable directly to (or approved or certified by) that school.

"Child" includes your naturally born child, legally adopted child, stepchild, and foster child.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
CONTINUED**

**SPOUSE TRAINING BENEFIT.** The Company will pay a Spouse Training Benefit to your surviving Spouse, if you:

- (1) are injured in a covered accident while insured under the Policy;
- (2) die as a direct result of such injuries within 365 days after the accident; and
- (3) are survived by a Spouse who is eligible for the benefit.

To be eligible for the Spouse Training Benefit, your Spouse:

- (1) must not be legally separated from you on the date of the accident;
- (2) must be enrolled as a student on the date of your death or within 365 days after that date in any school to retrain or refresh skills needed for employment; and
- (3) must incur expenses after the date of your death for tuition, fees, books, room and board or other costs payable directly to (or approved or certified by) that school.

This benefit will be paid in addition to all other benefits payable under the Policy. The benefit will equal the actual expense incurred after the date of your death up to 5% of your Principal Sum; subject to a maximum of \$5,000. The benefit will be paid for one year. Payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expense incurred and that the Spouse meets the above requirements, if later.

**EXCLUSIONS.** Benefits will not be payable for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
CONTINUED**

**CHILD CARE BENEFIT.** The Company will pay a Child Care Benefit for each of your eligible Dependent Children, if you:

- (1) are injured in a covered accident while insured under the Policy;
- (2) die as a direct result of such injuries within 365 days after the accident; and
- (3) are survived by one or more Dependent Children who are eligible for the benefit.

To be eligible for the Child Care Benefit, your Dependent Child must:

- (1) be dependent on you for principal support;
- (2) be under age 13 on the date of the accident; and
- (3) attend a licensed Child Care Center on a regular basis on the date of your death or within 365 days after that date.

The Child Care Benefit is paid in addition to all other Policy benefits. The benefit will equal the actual expense incurred after the date of your death, up to 5% of your Principal Sum; subject to a maximum of \$5,000 for each eligible Dependent Child per year. The benefit will be paid to the legal guardian of the eligible Dependent Child:

- (1) for up to 4 consecutive years; or
- (2) until your Dependent Child's 13th birthday (whichever occurs first).

The first payment will be made:

- (1) when the benefit for accidental loss of life is paid; or
- (2) when the Company receives proof of expense incurred and that an eligible Dependent Child meets the above requirements; if later.

Subsequent payments will be made quarterly on a reimbursement basis when the Company receives:

- (1) verification that your eligible Dependent Child continues to attend a licensed Child Care Center on a regular basis; and
- (2) satisfactory proof of payment for the child care expense incurred.

**DEFINITIONS. "Child Care Center"** means any facility (other than a family day care home) which:

- (1) is licensed as such by the state; and
- (2) provides non-medical care and supervision for children in a group setting; and
- (3) cares for children at least 6 but less than 24 hours per day.

**"Child"** includes your naturally born child, legally adopted child, stepchild, and foster child.

**"Expense Incurred"** means the cost for the supervision and care of a Dependent Child, excluding any fees for extra activities, which are directly payable to a Child Care Center.

**EXCLUSIONS.** Benefits will not be paid:

- (1) when the Dependent Child's care is provided by (or at a facility operated by) the child's grandparent, parent, aunt, uncle or sibling; or
- (2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of the Policy.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE  
CONTINUED**

**COMA BENEFIT.** The Company will pay a Coma Benefit, while you remain in a coma; provided:

- (1) the coma is caused by an Injury sustained while you are insured under the Policy;
- (2) the coma begins within 365 days after the date of the accident; and
- (3) you remain in a continuous coma for at least 31 days in a row.

The coma must result directly from the Injury and from no other causes.

This benefit will be paid in addition to all other benefits payable under the Policy. The Coma Benefit will equal a one-time payment of 5% of the Insured Person's Principal Sum; subject to a maximum of \$5,000.

**PROOF.** Proof of the coma must be provided to the Company. The Company retains the right to investigate and to determine whether the coma exists.

**TO WHOM PAYABLE.** Upon receipt of satisfactory proof, the Coma Benefit will be paid to you.

**"Coma"** means being in a state of complete mental unresponsiveness, with no evidence of appropriate responses to stimulation.

**EXCLUSIONS.** Benefits will not be paid:

- (1) when you remain in a coma for less than 31 days in a row; or
- (2) for any loss excluded under the Accidental Death and Dismemberment Insurance Limitations section of the Policy.

## SAFE DRIVER BENEFIT

BENEFIT. If you die as a direct result of a covered auto accident, for which Accidental Death and Dismemberment Benefits are payable; then:

- (1) an additional Seat Belt Benefit will be payable, if you were wearing a properly fastened seat belt at the time of the accident; and
- (2) an additional Air Bag Benefit will be payable, if the auto was equipped with air bag(s).

The Seat Belt Benefit equals \$10,000 or 10% of the Principal Sum, whichever is less; and the Air Bag Benefit equals \$5,000 or 10% of the Principal Sum, whichever is less. The Seat Belt Benefit and the Air Bag Benefit will not be less than \$1,000. The Principal Sum is the amount payable because of the Insured Person's accidental death.

A copy of the police report must be submitted with the claim. The position of the seat belt or presence of an air bag must be certified by:

- (1) the official accident report; or
- (2) the coroner, traffic officer or other investigating officer.

Upon receipt of satisfactory written proof, the additional benefit will be paid in accord with the Beneficiary section.

DEFINITIONS. As used in this provision:

"Auto" means a 4-wheel passenger car, station wagon, jeep, pick-up truck or van-type car. It must be licensed for use on public highways. It includes a car owned or leased by the Employer.

"Intoxicated," "Impaired," or "Under the Influence of Drugs" shall be defined as by the jurisdiction where the accident occurs.

"Seat Belt" means a properly installed:

- (1) seat belt or lap and shoulder restraint; or
- (2) other restraint approved by the National Highway Traffic Safety Administration.

LIMITATIONS. Safe Driver Benefits will not be paid if:

- (1) the Accidental Death and Dismemberment Benefits is not paid under the Policy for your death; or
- (2) at the time of the accident, you or any other person who was driving the auto in which you were traveling:
  - (a) was driving without a valid drivers' license;
  - (b) was driving in excess of the legal speed limit; or
  - (c) was driving while intoxicated, impaired, or under the influence of drugs (except for drugs taken as prescribed by a Physician for the driver's use).

The above limitations will apply, whether or not the driver is convicted.



**CLAIMS PROCEDURES  
FOR LIFE OR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

**NOTE: The Policy may include an Extension of Death Benefit, an Accelerated Death Benefit or a Living Benefit. If so, please refer to that section for special claim procedures.**

**NOTICE AND PROOF OF CLAIM**

**Notice of Claim.** Written notice of an accidental death or dismemberment claim must be given within 20 days after the loss occurs; or as soon as reasonably possible after that.\* The notice must be sent to the Company's Group Insurance Service Office. It should include:

- (1) your name and address; and
- (2) the number of the Policy.

**Claim Forms.** When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days; then you or your Beneficiary (the claimant) may send the Company written proof of claim in a letter. It should state the nature, date and cause of the loss.

**Proof of Claim.** The Company must be given written proof of claim within 90 days after the date of the loss; or as soon as reasonably possible after that.\* Proof of claim must be provided at the claimant's own expense. It must show the nature, date and cause of the loss. In addition to the information requested on the claim form, documentation must include:

- (1) A certified copy of the death certificate, for proof of death.
- (2) A copy of any police report, for proof of accidental death or dismemberment.
- (3) A signed authorization for the Company to obtain more information.
- (4) Any other items the Company may reasonably require in support of the claim.

**\* Exception:** Failure to give notice or furnish proof of claim within the required time period will not invalidate or reduce the claim; if it is shown that it was done:

- (1) as soon as reasonably possible; and
- (2) in no event more than one year after it was required.

These time limits will not apply while the claimant lacks legal capacity.

**EXAM OR AUTOPSY.** At anytime while a claim is pending, the Company may have you examined:

- (1) by a Physician of the Company's choice;
- (2) as often as reasonably required.

If you fail to cooperate with an examiner or fail to take an exam, without good cause; then the Company may deny benefits, until the exam is completed. In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

**TIME OF PAYMENT OF CLAIMS.** Any benefits payable under the Policy will be paid immediately after the Company receives complete proof of claim and confirms liability.

**TO WHOM PAYABLE**

**Death.** Any benefits payable for your death will be paid in accord with the Beneficiary, Facility of Payment and Settlement Options sections of the Policy. If the Policy includes Dependent Life Insurance; then any benefits payable for an insured Dependent's death will be paid to:

- (1) you, if you survive that Dependent; or
- (2) your Beneficiary, or in accord with the Facility of Payment section; if you do not survive that Dependent.

**Dismemberment.** If the Policy includes Accidental Death and Dismemberment Benefits; then any benefit, other than your death benefit, will be paid to you.

**CLAIMS PROCEDURES**  
**(Continued)**

**NOTICE OF CLAIM DECISION.** The Company will send the claimant a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

- (1) the reason for the denial, under the terms of the Policy and any internal guidelines;
- (2) how the claimant may request a review of the Company's decision; and
- (3) whether more information is needed to support the claim.

The Company will send this notice, if reasonably possible within:

- (1) 90 days after receiving the first proof of a death or dismemberment claim; or
- (2) 45 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

**Delay Notice.** If the Company needs more than the time periods shown above to process a claim, in a special case; then an extension will be permitted. If needed, the Company will send the claimant a written delay notice:

- (1) by the 15<sup>th</sup> day after receiving the first proof of claim; and
- (2) every 30 days after that, until the claim is resolved.

The notice will explain the special circumstances which require the delay, and when a decision can be expected. In any event, the Company must send written notice of its decision within:

- (1) 180 days after receiving the first proof of a death or dismemberment claim; or
- (2) 105 days after receiving the first proof of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

If the Company fails to do so; then there is a right to an immediate review, as if the claim was denied.

**Exception:** If the Company needs more information from the claimant to process a claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

**REVIEW PROCEDURE.** The claimant may request a claim review, within:

- (1) 60 days after receiving a denial notice of a death or dismemberment claim; or
- (2) 180 days after receiving a denial notice of a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy.

To request a review, the claimant must send the Company a written request, and any written comments or other items to support the claim. The claimant may review certain non-privileged information relating to the request for review.

**Notice of Decision.** The Company will review the claim and send the claimant a written notice of its decision. The notice will explain the reasons for the Company's decision, under the terms of the Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

- (1) any further appeal procedures available under the Policy;
- (2) the right to access relevant claim information; and
- (3) the right to request a state insurance department review, or to bring legal action.

For a death or dismemberment claim, the notice will be sent within 60 days after the Company receives the request for review; or within 120 days, if a special case requires more time. For a claim for any Extension of Death Benefit, Living Benefit or Accelerated Death Benefit available under the Policy, the notice will be sent within 45 days after the Company receives the request for review; or within 90 days, if a special case requires more time.

**CLAIMS PROCEDURES**  
**(Continued)**

**Delay Notice.** If the Company needs more time to process an appeal, in a special case; then it will send the claimant a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

- (1) the special circumstances which require the delay;
- (2) whether more information is needed to review the claim; and
- (3) when a decision can be expected.

**Exception:** If the Company needs more information from the claimant to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

**Claims Subject to ERISA (Employee Retirement Income Security Act of 1974).** Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant or beneficiary must exhaust available administrative remedies. Under the Policy, the claimant must first seek two administrative reviews of the adverse claim decision, in accord with this section. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from you, or from your Beneficiary or estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, or any other reason.

**LEGAL ACTIONS.** No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No such legal action may be brought more than three years after the date written proof of claim is required.

**COMPANY'S DISCRETIONARY AUTHORITY.** Except for the functions that the Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

- (1) manage the Policy and administer claims under it; and
- (2) interpret the provisions and resolve questions arising under the Policy.

The Company's authority includes (but is not limited to) the right to:

- (1) establish and enforce procedures for administering the Policy and claims under it;
- (2) determine your eligibility for insurance and entitlement to benefits;
- (3) determine what information the Company reasonably requires to make such decisions; and
- (4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, is subject to your or your Beneficiary's rights to:

- (1) request a state insurance department review; or
- (2) bring legal action.

**VERMONT LIFE INSURANCE**  
**MANDATORY CIVIL UNIONS ENDORSEMENT**

**PURPOSE:**

This endorsement is part of the policy, contract, certificate and/or riders and endorsements to which it is attached and is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties of a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

**GENERAL DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS:**

The general definitions, terms, conditions and any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Terms that refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a civil union.

Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a civil union.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a civil union.

"Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.


"Child or covered child" means a child (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

**CAUTIONARY DISCLOSURE:**

**THIS ENDORSEMENT IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE ENDORSEMENT. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS ENDORSEMENT. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT.**

The effective date of this endorsement is January 1, 2001.

Signed for The Lincoln National Life Insurance Company

  
\_\_\_\_\_  
Officer of the Company

**AMENDMENT TO BE ATTACHED TO THE CERTIFICATE FOR GROUP POLICY NO:**  
000010191914

**ISSUED TO:** Chittenden Solid Waste District

**Your Certificate is amended by the addition of the following provisions.**

**PRIOR INSURANCE CREDIT UPON TRANSFER OF  
LIFE INSURANCE CARRIERS**

This provision prevents loss of life insurance coverage for you, which could otherwise occur solely because of a transfer of insurance carriers. The Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

**"Prior Plan"** means a prior carrier's group life insurance policy, which the Policy replaced within 1 day of the prior plan's termination date.

**FAILURE TO SATISFY ACTIVE WORK RULE.** Subject to payment of premiums, the Policy will provide life coverage if you:

- (1) were insured under the prior plan on its termination date;
- (2) were otherwise eligible under the Policy; but were not Actively-At-Work due to Injury or Sickness on its Effective Date;
- (3) are not entitled to any extension of life insurance under the prior plan; and
- (4) are not Totally Disabled (as defined in the Extension of Death Benefit section of the Policy) on the date the Policy takes effect.

**AMOUNT OF LIFE INSURANCE.** Until you satisfy the Policy's Active Work rule, the amount of your group life insurance under the Policy will not exceed the amount for which you were insured under the prior plan on its termination date.

**This Amendment takes effect on your effective date of coverage under the Policy. In all other respects, your Certificate remains unchanged.**

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**



\_\_\_\_\_  
Officer of the Company



## LINCOLN FINANCIAL GROUP® PRIVACY PRACTICES NOTICE

The Lincoln Financial Group companies\* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. **We do not sell your personal information to third parties.** We share your personal information with third parties as necessary to provide you with the products or services you request and to administer your business with us. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. **You do not need to take any action because of this Notice, but you do have certain rights as described below.**

### INFORMATION WE MAY COLLECT AND USE

We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; or to tell you about our products or services we believe you may want and use. The type of personal information we collect depends on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history.
- **Information about your transactions:** We keep information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment history.
- **Information from outside our family of companies:** If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information, such as medical information from other individuals or businesses.
- **Information from your employer:** If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

### HOW WE USE YOUR PERSONAL INFORMATION

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials and to others when we believe in good faith that the law requires disclosure. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

## SECURITY OF INFORMATION

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to provide you with products, services, or to maintain your accounts. Employees who have access to your personal information are required to keep it confidential. Employees are trained on the importance of data privacy.

Questions about your personal information should be directed to:

Lincoln Financial Group  
Attn: Enterprise Compliance and Ethics  
Corporate Privacy Office, 7C-01  
1300 S. Clinton St.  
Fort Wayne, IN 46802

**Please include all policy/contract/account numbers with your correspondence.**

\*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company	Lincoln Life & Annuity Company of New York
Lincoln Financial Group Trust Company, LLC	Lincoln Retirement Services Company, LLC
Lincoln Financial Investment Services Corporation	Lincoln Variable Insurance Products Trust
Lincoln Investment Advisors Corporation	The Lincoln National Life Insurance Company

## *ADDITIONAL PRIVACY INFORMATION FOR INSURANCE PRODUCT CUSTOMERS*

### CONFIDENTIALITY OF MEDICAL INFORMATION

We understand that you may be especially concerned about the privacy of your medical information. We do not sell or rent your medical information to anyone; nor do we share it with others for marketing purposes. We only use and share your medical information for the purpose of underwriting insurance, administering your policy or claim and other purposes permitted by law, such as disclosure to regulatory authorities or in response to a legal proceeding.

### MAKING SURE MEDICAL INFORMATION IS ACCURATE

We want to make sure we have accurate information about you. Upon written request we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you believe that any of our records are not correct, you may write and tell us of any changes you believe should be made. We will respond to your request within 30 business days. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years.

Questions about your personal medical information should be directed to:

Lincoln Financial Group  
Attn: Medical Underwriting  
P.O. Box 21008  
Greensboro, NC 27420-1008

The CONFIDENTIALITY OF MEDICAL INFORMATION and MAKING SURE INFORMATION IS ACCURATE sections of this Notice apply to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company  
Lincoln Life & Annuity Company of New York  
The Lincoln National Life Insurance Company