

Colgate University

Group Life Insurance Benefits  
Summary Plan Description

**PLEASE READ THIS IMPORTANT NOTICE**

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Sponsor provide a Summary Plan Description to Plan Participants.

This document, together with the attached Certificate of Insurance (“Certificate”) issued by First Symetra National Life Insurance Company of New York (“First Symetra”), is your Summary Plan Description. It provides you an overview of the Plan and addresses certain information that may not be included in the attached Certificate.

This document is not intended to give a Plan Participant any substantive rights to benefits that are not already provided by the attached Certificate. If the terms of this summary document conflict with the terms of the insurance contract, then the terms of the insurance contract will control, unless superseded by applicable law.

**Plan Name**

Colgate University

**Plan Year**

December 31

**Plan Effective Date**

January 1, 2016

**Type of Plan**

Fully Insured Group Term Life Plan

**Employer**

Colgate University  
13 Oak Drive  
Hamilton, New York 13346

**Policy Number**

01 016960 00

**Plan Sponsor, EIN and Number**

Colgate University  
Plan EIN: 15-0232078  
Plan Number: 513

**Insurance Company and Contact Information**

First Symetra National Life Insurance Company of  
New York  
P. O. Box 2993  
Hartford, CT 06104-2993  
Toll Free Number: 1-800-943-2107  
Fax Number: 1-860-392-3672

**Type of Plan Administration**

Insurer and Plan Administrator

**Claims Administrator**

Claims administration for insurance benefits under your Plan is provided by First Symetra according to the terms of a Group Life Insurance policy. The Plan Administrator has delegated to First Symetra the responsibility to interpret the terms of the Plan as they apply to the attached Certificate.

**Plan Administrator**

Colgate University  
13 Oak Drive  
Hamilton, New York 13346  
(315) 228-7411

**Agent for Service of Legal Process for the Plan**

Colgate University  
13 Oak Drive  
Hamilton, New York 13346

Service of legal process may also be made on the Plan Administrator or a Plan Trustee, if any.

**If you have questions regarding the Plan, please contact the Employer or Plan Administrator.**

**Please refer to the attached Certificate for detailed information about your coverage, including:**

- Eligibility and Participation Requirements
- Enrollment Requirements
- Description of Benefits
- Definitions
- Termination Provisions
- Continuation of Coverage
- Effective date of coverage
- Benefit Reduction, Exclusions and Limitations
- Contributions to the Plan for Coverage

### **Claims Procedures**

#### **Benefit Claim**

First Symetra is responsible for evaluating all benefit claims under the Plan. First Symetra will decide your claim in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

See the attached Certificate of Insurance issued by First Symetra for information about how to file a claim and for details regarding the First Symetra's claims procedures.

#### **Appealing Denied Claim**

If your claim is denied (that is, not paid in part or in full), you will be notified and you may appeal to First Symetra for a review of the denied claim. First Symetra will decide your appeal in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

#### **Important Appeal Deadlines**

If you do not appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a condition for bringing suit in court). See the attached Certificate of Insurance for information about how to appeal a denied claim, and for details regarding First Symetra's appeals procedures.

### **Statement of ERISA Rights**

#### **Your Rights**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description (SPD). The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case the Plan Administrator, is required by law to furnish each participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition for creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the employee welfare benefit plan. The people who operate your plan, called "fiduciaries," have a duty to do so prudently in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you from obtaining a welfare benefit or exercising your rights under ERISA.

**If you have questions regarding the Plan, please contact the Employer or Plan Administrator.**

**Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator, to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person 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.

**Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory), or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**Your Certificate of Insurance, issued by First Symetra National Life Insurance Company of New York, is attached.**

**This Certificate is furnished to you automatically without charge.**

**If you have questions regarding the Plan, please contact the Employer or Plan Administrator.**

# First Symetra National Life Insurance Company Of New York

260 Madison Ave, 8th Floor

New York, New York 10017

Phone 1-800-457-9015 www.symetra.com/ny

(A stock insurance company, herein called The Company, We, Our or Us)

## Annually Renewable Nonparticipating Group Term Life Insurance Certificate

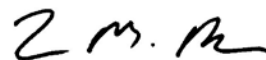
**Policyholder:** Colgate University  
**Policy Number:** 01 016960 00  
**Policy Effective Date:** January 1, 2016  
**Policy Anniversary Date:** January first of each year beginning in 2017

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. The Policy may be inspected at the office of the Policyholder.

Signed for The Company



Michael Fry, Executive Vice President



Thomas M. Marra, President

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**READ YOUR CERTIFICATE CAREFULLY.  
CERTAIN WAR RISKS ARE NOT ASSUMED.  
IN CASE OF ANY DOUBT WRITE THE COMPANY FOR FURTHER EXPLANATION.**

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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**Schedule of Insurance – Life**

The benefits described herein are those in effect as of: January 1, 2016

**Cost of Coverage:**

**Non-Contributory Coverage:**

Basic Life Insurance

**Eligible Class(es) for Coverage:** All eligible Retirees who are citizens or legal residents of the United States.

Class 2 All Other Eligible Retirees Who Retired Prior to July 1, 1994

**Eligibility Waiting Period for Coverage:**

None.

**Life Insurance Benefit**

**Employee**

<u>Basic</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 2	Amount inforce at time of retirement	N/A	N/A

**Reduction in Amount of Life Insurance**

We will reduce the amount of Life Insurance for You by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right; or
- 2) of Life Insurance in force, paid or payable under the Prior Policy.

**Reduction in Coverage Due to Age**

We will reduce the Life Insurance Benefit for You to the percentage indicated in the table below. This reduction will be effective on the first of the month following the month in which You attain the age shown below. These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;

on or after the date You attain age 65.

Percentage to which the original amount of coverage will be reduced:

<b>Your Age</b>	<b>Benefit % You Receive</b>
65	The greater of 50% or \$2,000
66	The greater of 40% or \$2,000
67	The greater of 30% or \$2,000
68	The greater of 20% or \$2,000
69	The greater of 10% or \$2,000
70	The greater of 5% or \$2,000

The reduced amount of coverage will be rounded to the nearest multiple of \$100, if not already a multiple of \$100. An appropriate adjustment in premium will be made.

## Definitions – Life

### **Employer**

means the Policyholder.

### **Guaranteed Issue Amount**

means the amount of Life Insurance for which We do not require Evidence of Insurability.

### **Non-Contributory Coverage**

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

### **Physician**

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

### **Prior Policy**

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

### **Related**

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

### **Retiree**

means a former employee of the Employer who retired prior to July 1, 1994.

### **Spouse**

means Your Spouse who is not legally separated or divorced from You.

### **The Policy**

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

### **We, Us or Our**

means the insurance company named on the face page of The Policy.

### **You or Your**

means the person to whom this certificate is issued.

## Eligibility and Enrollment

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

### **Enrollment:** *How do I enroll for coverage?*

Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

### **Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.



## Eligibility and Enrollment

### **Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies; or
- 6) Your Spouse is no longer employed, which results in a loss of group insurance.

## Period of Coverage

### **Effective Date:** *When does my coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

With respect to Retirees, if, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until You:

- 1) are discharged from the hospital; or
- 2) are no longer Confined Elsewhere;

and have engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

**Confined Elsewhere** means You are unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

### **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the first of the month following the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the first of the month following the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; or
- 3) the date Evidence of Insurability is approved, if required.

### **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the date the required premium is due but not paid.

## Benefits – Life

### **Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of the certificate.

### **Accelerated Benefit:** *What is the benefit?* This benefit is not available for Retirees.

In the event that You are diagnosed as Terminally Ill, and You request in writing that a portion of Your amount of Life Insurance be paid as an Accelerated Benefit while You are:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit. Premiums will not be adjusted.

You may request a minimum Accelerated Benefit Amount of \$3,000, and a maximum of \$250,000. However, in no event will the Accelerated Benefit Amount exceed 75% of Your amount of Life Insurance. This option may be exercised only once for You.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$3,000 to \$7,500 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$4,500 in the future.

Any benefits received under this benefit may affect eligibility for public assistance and may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

**Terminal Illness or Terminally Ill** means a life expectancy of 12 months or less.

### **Proof of Terminal Illness and Examinations:** *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You do not submit proof of Terminal Illness satisfactory to Us, or if You refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

## Benefits – Life

### **No Longer Terminally III:** *What happens to my coverage if I am no longer Terminally III?*

If You are diagnosed by a Physician as no longer Terminally III and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid; or
- 2) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

### **Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any amount of Life Insurance for which You were not eligible and covered under The Policy.

You will be eligible to convert coverage if coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated.

The amount which may be converted under these circumstances is the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

### **Conversion:** *How do I convert my coverage?*

The Policyholder will provide You with written notice of Your conversion rights within 15 days before or after the date Your coverage ends and You will have 31 days from the date coverage ended, or from any extended notice period, to convert Your coverage. This written notice will be given by the Policyholder to You or mailed to Your last known address.

To convert Your coverage, You must apply within 31 days after Life Insurance terminates. However, if You are provided with notice of Your conversion rights more than 15 days, but less than 90 days after the date Your coverage ends, You will have 45 days after You are provided with the notice to convert Your coverage.

Your conversion rights will expire 90 days after the date Your coverage ends if the Policyholder does not provide You with notice of Your conversion rights within 90 days after the date Your coverage ends.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must pay the required premium for coverage within the time period specified in this provision.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

### **Conversion Policy Provisions:** *What are the Conversion Policy Provisions?*

The Conversion Policy will base premiums on the insured's class of risk under The Policy in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide the same terms and conditions of coverage as The Policy or any benefit other than the Life Insurance Benefit.

## Benefits – Life

If Your coverage under the Policy ceases because of termination of Your employment or membership in an eligible class ends You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer except term insurance, except that the Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer.

If Your coverage under the Policy ceases due to Your total and permanent disability, You may choose to have a Conversion Policy issued by the Insurer. The Conversion Policy may be any policy customarily issued by the Insurer, including term insurance. The Conversion Policy may be preceded by preliminary term insurance for a period of one year with the premium payable, at Your option, in any mode customarily offered by the Insurer, and in the amount of Your Life Insurance Benefit in effect immediately before Your coverage was terminated, less the amount of any life insurance which is replaced with the same or another insurer within 45 days of the date Your coverage under this Policy ceases.

### **Death within the Conversion Period:** *What if I die before coverage is converted?*

We will pay the amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of the date coverage terminates or during any extended notice period;  
and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, or a successful application for Conversion has been made, no Life Insurance Benefit will be payable under The Policy for the amount converted.

## General Provisions

### **Notice of Claim:** *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, or Our representative, written notice of a claim within 30 days after the date of death.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Failure to give notice as soon as reasonably possible will not invalidate or reduce any claim. Such notice must include the claimant's name, address and the Policy Number.

### **Claim Forms:** *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### **Proof of Loss:** *What is Proof of Loss?*

With respect to the Life Insurance Benefits, Proof of Loss shall consist of a completed claim form and a certified copy of the death certificate.

For all other coverages, Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
  - a) the date Your disability began;
  - b) the cause of Your disability; and
  - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us or Our representative; after the loss.

### **Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

### **Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

## General Provisions

### **Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

### **Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

### **Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

### **Claim Appeal:** *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

### **Incontestability:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You and a copy will be provided to You or Your beneficiary.

## General Provisions

**Assignment:** *Are there any rights of assignment?*

You have the right to assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any assignment made by You under The Policy effective on the date the assignment is signed, subject to action taken by Us prior to receipt of notice of assignment, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

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

**Legal Actions:** *When can legal action be taken?*

Legal action cannot be taken against Us sooner than 60 days after the date written Proof of Loss is furnished

**Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Misstatements:** *What happens if facts are misstated?*

If material facts about Your age or sex were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

**Entire Policy:**

The rights of the Policyholder, Your rights, or the rights of Your beneficiary under this Policy shall not be affected by any provision other than one contained in The Policy, including Your certificate of insurance, or any riders or endorsements hereon or in any amendments hereto signed by the Policyholder and The Company, or in the copy of the Policyholder's application attached to this Policy or in the individual statements, if any, submitted by You in connection therewith. All statements made by the Policyholder or persons insured under this Policy in the application for the issuance, renewal or reinstatement of coverage will be deemed representations and not warranties.