



**DELAWARE AMERICAN LIFE INSURANCE COMPANY**

600 N. King Street  
WILMINGTON, DELAWARE 19801

**CERTIFICATE OF INSURANCE**

Delaware American Life Insurance Company (“DelAm”) certifies that You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate. This Certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance.

**PLEASE READ THIS CERTIFICATE CAREFULLY.**

This Certificate is part of the Group Policy. The Group Policy is a contract between DelAm and the Participating Employer and may be changed or ended without Your consent or notice to You.

<b>Participating Employer:</b>	Stryker Corporation
<b>Participating Employer Group Number:</b>	03509A
<b>Type of Insurance:</b>	Term Life, Accidental Death and Dismemberment Insurance
<b>Effective Date:</b>	January 1, 2024
<b>DelAm Toll Free Number:</b>	1.800.732.1603

**THIS CERTIFICATE ONLY DESCRIBES TERM LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE. THE INSURANCE DESCRIBED DOES NOT PROVIDE BENEFITS FOR LOSS CAUSED BY SICKNESS.**

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## SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You are only covered for insurance:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

### LIFE INSURANCE ON YOU

<b>BENEFIT</b>	<b>BENEFIT AMOUNTS AND HIGHLIGHTS</b>
<b>Basic Life Insurance *</b>	2 times Base Annual Salary/Earnings to the Maximum Benefit.
<b>Minimum Basic Life Benefit</b>	None
<b>Maximum Basic Life Benefit</b>	\$500,000 <ul style="list-style-type: none"><li>• No one life may have more than \$2,000,000 in coverage</li></ul>
<b>Disability Provision</b>	Extended Death

**\*If You are age 65 and under age 70 on Your Effective Date of insurance, Your Life Insurance will be limited to 65% of the amount shown. If you are age 70 or older on Your Effective Date of insurance, Your Life Insurance will be limited to 50% of the amount shown. If You are under age 65 on Your Effective Date of insurance, Your Life Insurance will be reduced by 35% on the date You attain age 65 and 50% on the date you attain age 70.**

## SCHEDULE OF BENEFITS (Continued)

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D) ON YOU

BENEFIT	BENEFIT AMOUNTS AND HIGHLIGHTS
Basic AD&D Full Amount	Matches the Basic Life
Minimum Basic AD&D Benefit	None
Maximum Basic AD&D Benefit	Matches the Basic Life

**SCHEDULE OF BENEFITS (Continued)**

**SCHEDULE OF COVERED LOSSES FOR BASIC AD&D INSURANCE ON YOU** (All amounts listed are stated as percentages of the Full Amount.)

<b>COVERED LOSS</b>	<b>COVERED PERCENTAGE</b>
<b>Loss of life</b>	100%
<b>Loss of both arms and both feet</b>	100%
<b>Loss of a hand permanently severed at or above the wrist but below the elbow</b>	50%
<b>Loss of a foot permanently severed at or above the ankle but below the knee</b>	50%
<b>Loss of sight in both eyes</b>	100%
<b>Loss of sight in one eye</b>	50%
	<b>Loss of sight</b> means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.
<b>Loss of any combination of hand, foot, or sight of one eye, as defined above</b>	100%
<b>Loss of the thumb and index finger of same hand</b>	25%

## **SCHEDULE OF BENEFITS (Continued)**

### **Changes In The Amount of Insurance**

If a change results in a decrease in the amount of Your insurance, the decrease will take effect on the date of the change.

If a change results in an increase in the amount of Your insurance and You **are required** to give evidence of Your insurability satisfactory to Us for such increase as stated in the section entitled EVIDENCE OF INSURABILITY, You must give Us such evidence at Your expense. If We approve the increase, it will take effect on the date We state in Writing, if You are Actively at Work in an eligible class on such date. If You are not Actively at Work in an eligible class on such date, the increase will take effect on the date You resume such work.

If a change results in an increase in the amount of Your insurance and You **are not required** to give evidence of Your insurability satisfactory to Us for such increase, You must be Actively at Work in an eligible class on the date the increase is to take effect. If You are not Actively at Work in an eligible class on such date, the increase will take effect on the date You resume such work.

## DEFINITIONS

As used in this Certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this Certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**\$** means United States (U.S.) dollars unless otherwise stated.

**Actively at Work or Active Work** means You are currently performing all of the usual and customary duties of Your job on a Full-Time basis. It does not include situations when a person is not at work due to sickness, injury, leave of absence (whether approved or unapproved), strike or layoff. This performance of duties must be done at:

- the Participating Employer's place of business;
- an alternate place approved by the Participating Employer; or
- a place to which the Participating Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Participating Employer approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Beneficiary** means the person(s) to whom We will pay Insurance as determined in accordance with the General Provisions section.

**Certificate** means a Written statement prepared by Us including all riders and supplements, if any, setting forth a summary of:

- the insurance benefits to which You are entitled;
- to whom the benefits are payable; and
- limitations or requirements that may apply.

**Certificate holder** means an Employee of the Participating Employer who is a Covered Person. Unless otherwise specified, a Certificate holder is entitled to exercise the rights and benefits granted under this Certificate.

**Common Carrier** means a government regulated entity that is in the business of transporting fare paying passengers.

**The term does not include:**

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

**Covered Person** means an Employee of the Participating Employer of such Employee whose life or person is the subject of insurance under this Certificate.

**Employee** means a Full-Time employee of the Participating Employer, including employees of one or more subsidiary corporations, and the employees, individual proprietors, and partners of one or more affiliated corporations, proprietorships or partnerships if the business of the Employer and of such affiliated corporations, proprietorships or partnerships are under common control and including retired employees of the Participating Employer. Employee shall exclude, in any case, part-time employees who work for the Participating Employer less the number of hours per week indicated in the ELIGIBILITY PROVISIONS: INSURANCE FOR YOU section.

**Employer** means the Participating Employer as shown on the Certificate Face Page.

**Full-Time** means Active Work on the Participating Employer's regular work schedule for the class of Employees to which You belong. The work schedule must be at least thirty hours a week.

## **DEFINITIONS (Continued)**

**Hospital** means a facility which is licensed as such in the jurisdiction where it is located and provides:

- a broad range of medical and surgical services on a 24-hour a day basis for injured or sick persons by or under the supervision of a staff of Physicians; and
- a broad range of nursing care on a 24-hour a day basis by or under the direction of a Registered Nurse.

The term Hospital will also include a Free-Standing Surgical Facility but will not include an institution which is, other than incidentally, a place for rest, a place for the aged, or a nursing home.

**Hospital Confinement or Confined in a Hospital** means:

- admission for inpatient care in a Hospital upon the recommendation of a Physician;
- receipt of care in a Hospice facility, an intermediate care facility or a long term care facility; or
- receipt of the following treatment, wherever performed:
  - chemotherapy;
  - radiation therapy; or
  - dialysis.

An individual will also be considered Confined in a Hospital if he or she is an outpatient in a Hospital because of:

- surgery;
- emergency care of an Injury within forty-eight hours after the Injury is received; or
- tests ordered by a Physician as planned preliminary to inpatient admission to the same Hospital within four days.

In addition, an individual will be considered Confined in a Hospital during partial Confinement for treatment of Mental Illness, Substance Abuse, or other related illness.

For the purposes of determining the benefit payable, two days of partial Confinement in a Hospital will be considered one full day of Hospital Confinement. Partial Confinement means continuous treatment for at least three hours but not more than twelve hours in a 24-hour period.

**Job-Related Injury** means any injury:

- for which You are entitled to benefits under a workers' compensation or similar law, or any arrangement that provides for similar compensation; or
- arising out of employment for wage or profit.

**Noncontributory Insurance** means insurance for which the Participating Employer does not require You to pay any part of the premium.

**Participating Employer** means the Employer including, if applicable, any subsidiaries, affiliates, divisions, branches or other similar entities of such Participating Employer participating in a trust established for the purpose of providing insurance.



## **DEFINITIONS (Continued)**

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- a person whose services, according to applicable law, must be treated as Physician's services for the purposes of the Group Policy. Each such person must be licensed in that jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered by such jurisdiction.

**The term does not include:**

- You
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
  - parents;
  - children (natural, step or adopted);
  - siblings;
  - grandparents; or
  - grandchildren.

**Pre-existing Condition** means a disease or physical condition for which You received medical treatment, consultation, care or services, including diagnostics measures, or had taken prescription drugs or medicines in the three months prior to Your Effective Date.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Certificate. When a claim is made for any benefit described in this Certificate, Proof must establish:

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

Proof must be provided at the claimant's expense.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**Terrorist Act** means a politically or socially-motivated act of violence carried out by an individual or group of persons who may or may not be operating on behalf of a sovereign state with the intent to change political or social policy. A Terrorist Act does not include any act of violence carried out by a branch of the armed forces of a sovereign state.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the Waiting Period that applies to such insurance. The Waiting Period is shown in the ELIGIBILITY PROVISIONS section of this Certificate.

**We, Us and Our** means Delaware American Life Insurance Company.

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

**DEFINITIONS (Continued)**

**You or Your** means:

- prior to the date insurance takes effect under this Certificate, an Employee of the Participating Employer who is a member of an eligible class described in the ELIGIBILITY PROVISIONS: INSURANCE ON YOU section;
- after the date insurance takes effect under this Certificate, the Certificate holder.

## ELIGIBILITY PROVISIONS: INSURANCE ON YOU

### Eligible Classes

All active, Full-Time Employees of the Participating Employer who normally work at least thirty hours per week;

1. who are non-U.S. based Employees on a temporary assignment in the U.S.; OR
2. who are non-U.S. based Employees working temporarily in an assignment country, who are neither a national of the assignment country nor the U.S.

### Date You Are Eligible For Insurance

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

You will be eligible for insurance made available to the members of Your eligible class on the date such insurance takes effect under the Group Policy.

If You enter an eligible class after the date insurance is made available to the members of that class, You will be eligible for such insurance on the day after You complete the required Waiting Period.

The Waiting Periods in effect under the Group Policy are as follows:

<b>Insurance Benefit</b>	<b>Waiting Period</b>
Life Insurance Basic	None
Accidental Death and Dismemberment Insurance Basic	None

### Annual Enrollment

The Annual Enrollment Period is a period of time agreed upon by the Participating Employer and Us, during which:

1. You may apply for insurance; and
2. You may elect to make changes to Your insurance.

Any changes made during the Annual Enrollment Period will take effect on the Annual Enrollment Effective Date.

**Annual Enrollment Period:** As defined by the Participating Employer  
**Annual Enrollment Effective Date:** January 1 following the Annual Enrollment Period

### Previous Employment With The Participating Employer

If You were employed by the Participating Employer and insured by Us under a policy of group life insurance when Your employment ended, You will not be eligible for life insurance under this Group Policy if You are re-hired by the Participating Employer within two years after such employment ended, unless You surrender any individual policy of life insurance to which You converted when Your employment ended;

**The cash value, if any, of such surrendered insurance will be paid to You.**

## ELIGIBILITY PROVISIONS: INSURANCE ON YOU (Continued)

### Date Your Insurance Takes Effect

#### Rules for Noncontributory Insurance – Basic Life and Accidental Death and Dismemberment

If You complete the enrollment process for Noncontributory Insurance **before** the date You become eligible, such insurance will take effect as follows:

1. if You were **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, if You are Actively at Work on that date; or
2. if You were **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You complete the enrollment process for Noncontributory Insurance **within thirty days after** the date You become eligible, such insurance will take effect as follows:

1. if You were **not required** to give evidence of Your insurability, such insurance will take effect on the date You complete the enrollment process, if You are Actively at Work on that date; or
2. if You were **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

## **ELIGIBILITY PROVISIONS: INSURANCE ON YOU (Continued)**

### **Date Your Insurance Ends**

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You;
4. the date You cease Active Work in an eligible class whether or not You are an Active Employee, unless insurance is being continued in accordance with the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT;
5. Ninety days after the date You return to the U.S. or Your primary country of residence to establish residency; unless otherwise agreed to by Us; or
6. the date Your employment ends.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **For Family And Medical Leave**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Participating Employer for information regarding such legally mandated leave of absence laws.

In addition to the Continuation of Insurance options described above, You may have the right to convert to a policy of individual life insurance. We urge You to read the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

**EVIDENCE OF INSURABILITY**

We require evidence of insurability satisfactory to Us as follows:

1. If You do not give Us evidence of Your insurability, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Your Life Insurance will not be more than the first level of coverage.

The evidence of Insurability is to be given at Your expense.

## **LIFE INSURANCE: ON YOU**

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

## **PAYMENT OPTIONS**

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

## **PAYMENT OF FUNERAL EXPENSES**

We may, at Our option, deduct part of the Life Insurance payable to the Beneficiary for the purpose of reimbursing any person who incurred funeral expenses for Your death. We may make such payment after We receive Proof that such expenses were incurred. The payment will be equal to the expense incurred, up to the maximum allowed for such payment as set forth in the law of the jurisdiction where the group policy is issued.

## **EXCLUSIONS**

We will not pay benefits for any loss caused or contributed to by:

1. the commission of or attempt to commit a felony;
2. the participation in a riot or insurrection;
3. declared or undeclared war, or any act of declared or undeclared war.



## **LIFE INSURANCE: CONVERSION OPTION FOR YOU**

If Life Insurance on You ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance (“new policy”) during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the “option to convert”. Evidence of Your insurability will not be required.

### **When You Will Have the Option to Convert**

You will have the option to convert when:

1. Life Insurance on You ends because:
  - a) You cease to be in an eligible class;
  - b) Your employment ends;
  - c) this Group Policy ends, provided You have been insured for life insurance for at least five continuous years; or
  - d) this Group Policy is amended to end all life insurance for an eligible class of which You are a member, provided you have been insured for at least five continuous years; or
  
2. Life Insurance on You is reduced:
  - a) on or after the date You attain age sixty-five;
  - b) because You change from one eligible class to another; or
  - c) due to an amendment of this Group Policy.

If You opt not to convert a reduction in the amount of life insurance as described above, You will not have the option to convert that amount at a later date.

A reduction in the amount of life insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

### **Application Period**

If You opt to convert life insurance for any of the reasons stated above, We must receive a completed conversion application from You within the Application Period described below.

If You are given Written notice of the option to convert within fifteen days before or after the date Life Insurance on You ends or is reduced, the Application Period begins on the date such life insurance ends or is reduced and expires thirty days after such date.

If You are given Written notice of the option to convert more than fifteen days after the date Life Insurance on You ends or is reduced, the Application Period begins on the date such life insurance ends or is reduced and expires fifteen days from the date of such notice. In no event will the Application Period exceed ninety-one days from the date life insurance ends or is reduced.

### **Option Conditions**

The option to convert is subject to these conditions:

1. Our receipt within the Application Period of:
  - a) Your Written application for the new policy; and
  - b) the premium due for such new policy;
  
2. the premium rates for the new policy will be based on:
  - a) Our rates then in use;
  - b) the form and amount of insurance for which You apply;
  - c) Your class of risk; and
  - d) Your age;

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU (Continued)**

### **Option Conditions (Continued)**

3. the new policy may be on any form then customarily offered by Us excluding term insurance;
4. the new policy will be issued without an accidental death and dismemberment benefit or any other rider or additional benefit; and
5. the new policy will take effect on the 32<sup>nd</sup> day after the date Life Insurance on You ends or is reduced; this will be the case regardless of the duration of the Application Period.

### **Maximum Amount of the New Policy**

If Life Insurance on You ends due to the end of the Group Policy or the amendment of the Group Policy to end Life Insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is equal to the amount of Life Insurance on You that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy within thirty days after the date insurance ends under the Group Policy.

If Life Insurance on You ends or is reduced due to the Participating Employer's organizational restructuring, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any other group policy within thirty days after the date insurance ends under this Group Policy.

If Life Insurance on You ends or is reduced for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of life insurance that ends under this Group Policy.

## **ADDITIONAL PROVISIONS IF YOU DIE OR BECOME DISABLED UNDER CERTAIN CONDITIONS**

### **If You Die Within Thirty Days After Life Insurance On You Ends Or Is Reduced**

If You die within thirty days after Life Insurance on You ends or is reduced by an amount You are entitled to convert, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it will pay the Beneficiary. The amount We will pay is the amount You were entitled to convert.

The amount You were entitled to convert will not be paid as insurance under both a new individual conversion policy and the Group Policy.

## **EXTENDED DEATH BENEFIT WHILE YOU ARE TOTALLY DISABLED**

If You become Totally Disabled while You are insured under this policy and:

- Your Extended Death Benefit Eligible Insurance ends as described in the Date Your Insurance Ends subsections of this Certificate; and
- You die or incur a loss that would have been covered under such insurance had it not ended;

You may qualify for a benefit to be paid under the terms of that insurance. To qualify, the death or loss must occur during the Extended Death Benefit Period and You must meet all of the conditions described in this section.

We will determine if You qualify after We received Proof that You have satisfied the conditions of this section.

### **DEFINITIONS**

For the purpose of this section, “**Extended Death Benefit Eligible Insurance**” means

1. Basic Life Insurance on You;
2. Accidental Death and Dismemberment Insurance on You

if that insurance was in effect on the date Your Total Disability began.

**Extended Death Benefit Period** means;

- For Extended Death Benefit Eligible Insurance in effect for twelve months or less on the date the insurance ends, the Extended Death Benefit Period will start on the date insurance ends and will be equal in length to the period it was in effect.
- For Extended Death Benefit Eligible Insurance that was in effect for more than twelve months on the date the insurance ends, the Extended Death Benefit Period will start on the date such insurance ends and be twelve months in length.

In either case, the Extended Benefit Period may end sooner as described in the provision entitled “Date the Extended Death Benefit Period Ends.”

**Total Disability** or **Totally Disabled** means, for purposes of this section, that due to an injury or sickness:

- You are unable to perform the material duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

Your Total Disability must start before You attain age sixty and while You are insured for Extended Benefit Eligible Insurance.

## **EXTENDED DEATH BENEFIT WHILE YOU ARE TOTALLY DISABLED (Continued)**

### **TOTAL DISABILITY AND PROOF REQUIREMENTS**

If, during the Extended Death Benefit Period, You die or sustain a loss for which benefits may be payable under Extended Death Benefit Eligible Insurance, Proof must be sent to Us. In addition to the Proof which is otherwise required, the Proof must show that Your Total Disability continued with no interruption from the date Your Total Disability began until the date of the death or loss.

When we receive such Proof with the claim, We will review the claim and if We approve it, will pay any benefit payable under the Extended Death Benefit Eligible Insurance defined in this benefit.

### **EFFECT OF PREVIOUS CONVERSION OF INSURANCE**

If any portion of Extended Death Benefit Eligible Life Insurance is converted to an individual policy, We will only pay that portion of the insurance under this Certificate if the individual policy is returned to Us. If it is returned to Us, We will refund the premiums paid for such policy without interest, less any debt incurred under such policy.

If You do not return such individual policy to Us, We will pay the life insurance in effect under that other individual policy, if any.

We will not pay insurance under both this Group Policy and the individual.

### **DATE THE EXTENDED DEATH BENEFIT PERIOD ENDS**

The Extended Death Benefit Eligible Insurance will end on the earliest of :

1. the end of the time period described above;
2. the date You die;
3. the date You attain age sixty-five;
4. the date Your Total Disability ends;

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If You sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and if We approve it, will pay the insurance in effect on the date of the injury.

**Direct and Sole Cause** means that the Covered Loss occurs within twelve months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

### PRESUMPTION OF DEATH

You will be presumed to have died as a result of an accidental injury if:

1. an aircraft or other vehicle in which You were traveling disappears, sinks, or is wrecked; and
2. the body of the person who has disappeared is not found within one-three years of:
  - a) the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
  - b) the date the person is reported missing to the authorities, if traveling in any other aircraft or vehicle.

### EXCLUSIONS

We will not pay benefits under this section for any loss caused or contributed to by:

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound;
3. service in the armed forces of any country or international authority.
  - a) However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training.
  - b) For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;
4. any incident related to:
  - a) travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
  - b) travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - c) parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self-preservation;
  - d) travel in an aircraft or device used:
    - i. for testing or experimental purposes;
    - ii. by or for any military authority; or
    - iii. for travel or designed for travel beyond the earth's atmosphere;
5. committing or attempting to commit a felony;
6. the voluntary intake or use by any means of:
  - a) any drug, medication or sedative, unless it is:
    - i. taken or used as prescribed by a Physician, or
    - ii. an "over the counter" drug, medication or sedative taken as directed;
  - b) alcohol in combination with any drug, medication, or sedative; or
  - c) poison, gas, or fumes; or
7. war, whether declared or undeclared; or an act of war, insurrection, rebellion or riot.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)**

### **Exclusion for Intoxication**

We will not pay benefits under this section for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

**Intoxicated** means that the injured person's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

### **BENEFIT PAYMENT**

For loss of Your life We will pay benefits to Your Beneficiary.

For any other loss sustained by You We will pay benefits to You.

If You sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits in one sum. Other modes of payment may be available upon request. For details call Our toll free number shown on the Certificate Face Page.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Continued)**

**APPLICABILITY OF PROVISIONS**

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this Certificate except as may otherwise be provided in such Additional Benefit sections.

## **FILING A CLAIM: CLAIMS FOR LIFE INSURANCE BENEFITS**

When there has been the death of a Covered Person, the Recordkeeper must be notified by calling 1.800.732.1603. For the purpose of this section, the Recordkeeper is the party designated by the Participating Employer to maintain certain records needed to administer the insurance provided under this Certificate. This notice should be given to the Recordkeeper as soon as is reasonably possible after the death. The Recordkeeper will notify Us and a claim form will be sent to You as the beneficiary or to the beneficiary or beneficiaries of record.

The claimant should complete the claim form and send it and Proof of the death to Us as instructed on the claim form.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

When a claimant files a claim to continue Life Insurance on account of Total Disability, notice and Proof should be sent to Us as soon as reasonably possible, but in any event must be received by Us within twelve months of the date the claimant became Totally Disabled, except in the case of legal incapacity of the claimant.



## **FILING A CLAIM: CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

When there has been a Covered Loss, the Recordkeeper must be notified by calling 1.800.732.1603. For the purpose of this section, the Recordkeeper is the party designated by the Participating Employer to maintain certain records needed to administer the insurance provided under this Certificate. This notice should be given to the Recordkeeper as soon as is reasonably possible but in any case within thirty days of the Covered Loss. The Recordkeeper will notify Us and a claim form will be sent to You as the beneficiary or to the beneficiary or beneficiaries of record.

The claimant should complete the claim form and send it and Proof of the Covered Loss to Us as instructed on the claim form. If the claimant has not received a claim form within fifteen days of giving notice of the claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

The claimant must give us Proof no later than ninety days after the date of the Covered Loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice or Proof are given as soon as is reasonably possible.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay the benefit amount in effect on the date of the injury within sixty days of our receipt of such Proof. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

### **Time Limitations**

If any time limitation provided in the Group Policy regarding claims is less than that permitted by the law of the jurisdiction in which the claimant resides at the time the Group Policy is issued, the time limitation of the prevailing jurisdiction shall apply.

### **Legal Actions**

A legal action on a claim may only be brought against Us during a certain period. This period begins ninety days after the date Proof is filed and ends three years after the date such Proof is required.

## **GENERAL PROVISIONS**

### **Assignment**

The Policy is non-assignable by the Participating Employer. The assignee only takes such rights as the assignor possessed and such rights are subject to any applicable laws and the terms of the Policy. We are not responsible for the validity of an assignment.

### **Beneficiary For Life Insurance and Accidental Death and Dismemberment Insurance**

You may designate a Beneficiary For Life Insurance and Accidental Death and Dismemberment Insurance in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to Us or the Participating Employer using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Participating Employer within thirty days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse;
- Your Child(ren);
- Your parent(s);or
- Your sibling(s).

Instead of making payment to any of the above, we may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay that person's guardian.

### **Conformity with Law**

If the terms and provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

### **Physical Exams**

If a claim is submitted for insurance benefits other than life insurance benefits, We have the right to ask the Covered Person to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

### **Autopsy**

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

## **GENERAL PROVISIONS (Continued)**

### **How We Will Pay Benefits**

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum" or a "single sum", We may pay the full benefit amount:

1. by check;
2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

### **Reimbursement and Subrogation**

When Your Injury appears to be someone else's fault, benefits otherwise payable under the Group Policy for covered expenses incurred as a result of that Injury will not be paid unless You or a legal representative agree:

1. to repay Us for such benefits to the extent they are for losses for which compensation is paid to You by or on behalf of the person at fault;
2. to allow Us a lien on such compensation and to hold such compensation in trust for Us; and
3. to execute and give to Us any instruments needed to secure the rights under (a) and (b).

Further, when We have paid benefits to or on behalf of You, We will be subrogated to all rights of recovery that You have against the person at fault. These subrogation rights will extend only to recovery of the amount We have paid. You must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to Us.