

# RELIANCE STANDARD

## LIFE INSURANCE COMPANY

Home Office: Chicago, Illinois • Administrative Office: Philadelphia, Pennsylvania

**POLICYHOLDER:** The RSL Group and Blanket Insurance Trust

**GROUP POLICY NUMBER:** VAR 55,000

**POLICY EFFECTIVE DATE:** January 1, 1993


**PREMIUM DUE DATES:** The first premium is due on the Participating Unit's Effective Date. After that premiums are due monthly, in advance, on the first day of each month.


This Policy is delivered in Rhode Island and is governed by its laws.

This insurance Policy is a contract between you, the Policyholder named above, and us, Reliance Standard Life Insurance Company. We agree to provide insurance to you in exchange for the payment of premium and the signed Application. This Policy insures against certain accidental losses as described herein. It will cover the Eligible Persons for whom the proper premium has been paid for the amount of insurance shown on the Schedule of Benefits. Coverage is subject to the terms and conditions of this Policy.

The Policy Effective Date is shown above. Insurance starts and ends at 12:01 A.M. local time, at your address. It stays in force in accordance with the provisions set forth in this Policy. The POLICY TERMINATION section of the GENERAL PROVISIONS explains when this Policy can be ended.

This Policy is signed by our President and Secretary.

  
Secretary

  
President

Countersigned by \_\_\_\_\_

### GROUP ACCIDENT POLICY

### NON-PARTICIPATING

THIS FORM PROVIDES A DESCRIPTION OF THE BENEFITS CHOSEN BY YOU FOR YOUR EMPLOYEES UNDER THE GROUP POLICY ISSUED TO THE RSL GROUP AND BLANKET INSURANCE TRUST. THIS FORM IS DELIVERED TO YOU ON MARCH 4, 2014 AND AMENDS THE OTHER GROUP ACCIDENT POLICY/FORM PREVIOUSLY ISSUED TO YOU BY US.



**REQUEST FOR PARTICIPATION IN  
THE RSL GROUP AND BLANKET INSURANCE TRUST**

Effective as of March 1, 2005, as amended through January 1, 2014, the Participating Unit named below requests that it be approved as a participant in The RSL Group and Blanket Insurance Trust in order to provide insurance for its employees, and hereby agrees to be bound by all terms and conditions of the Trust Agreement applicable to it. The Participating Unit acknowledges receipt of a description of coverage form which summarizes the coverages and limitations requested by the Participating Unit under Master Policy VAR 55,000


Participating Unit: Occupational Training Center of Burlington County, Inc.  
Participating Unit Number: VAR 203159

This Agreement may not be altered or amended without consent of both parties in writing.

This Agreement is completed in duplicate, one copy to be attached to your copy of the Master Policy and the other returned to us.

ACCEPTED BY:

RELIANCE STANDARD LIFE  
INSURANCE COMPANY

BY:   
Secretary  
March 4, 2014

PARTICIPATING UNIT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please sign and return.





\*BC1COAPVAR 20315901/01/2014\*RSL

\*BC2COAPOccupational Training Center of Burlington County, Inc.

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## **SCHEDULE OF BENEFITS**

**NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED:** NONE

**ELIGIBILITY:** Each active, Full-time Employee of Occupational Training Center of Burlington County, Inc. (hereinafter referred to as the Participating Unit, or as "you", "your" or "yours" where applicable), under Participating Unit Number VAR 203159, effective March 1, 2005, as amended through January 1, 2014, except any person employed on a temporary or seasonal basis.

**WAITING PERIOD:**

Recycling Drivers, Laborers and Equipment Operators: 90 days of continuous employment

All other Employees: 30 days of continuous employment

**INDIVIDUAL EFFECTIVE DATE:** The first of the month coinciding with or next following completion of the Waiting Period.

**INDIVIDUAL REINSTATEMENT:** 6 months

**CONTRIBUTIONS:** Each Eligible Person: 0%

**AMOUNT OF INSURANCE:**

**PRINCIPAL SUM:**

**INSURED PERSONS:** Two (2) times Earnings, rounded to the next higher \$1,000, subject to a maximum Principal Sum of \$500,000.

The Amount of Principal Sum will be reduced by 50% of the pre-age 70 amount at age 70.

**CHANGES IN AMOUNT OF INSURANCE:** Changes in the Amount of Insurance because of a change in age, class or Earnings (if applicable) are effective on the first of the Policy month coinciding with or next following the date of the change, provided that if an Insured Person is not Actively at Work on the date an increase would otherwise take effect for them, such increase will not take effect until the date the Insured Person returns to active work.

## DEFINITIONS

"Actively at Work" and "Active Work" means the Insured Person is actually performing on a Full-time basis each and every duty pertaining to his job in the place where and the manner in which the job is normally performed. This includes approved time off for vacation, jury duty and funeral leave, but does not include time off as a result of Injury or illness.

"Earnings" means the basic annual wages received from you on the first of the Policy month just before the date of the Injury, prior to any deductions to a 401(k) and Section 125 plan. Earnings does not include commissions, overtime pay, bonuses, incentive pay or any other special compensation not received as basic wages.

If hourly employees are insured, the number of hours worked during a regularly scheduled work week, not to exceed 40 hours per week, times 52 weeks, will be used to determine annual Earnings.

"Eligible Person" means a person who meets the Eligibility requirements of this Policy.

"Full-time" means working for you for a minimum of 35 hours during a person's regularly scheduled work week.

"Insured Person" means a person who meets the Eligibility requirements of this Policy and is enrolled for this insurance, and whose insurance under this Policy is in effect.

"Insured" means an Insured Person unless the context indicates otherwise.

"Injury" means accidental bodily injury to an Insured which is caused directly and independently of all other causes by accidental means and which occurs while the Insured's coverage under this Policy is in force.

"We", "us", and "our" means Reliance Standard Life Insurance Company.

"You", "your", and "yours" means the Policyholder.

## PROVISIONS APPLICABLE TO PARTICIPATING UNITS

The following provisions apply to a Unit which becomes a Participating Unit under this Policy. All other Policy terms not in conflict with this section apply to this section as well.

### DEFINITIONS:

A "Unit" means: any group eligible to participate in the The RSL Group and Blanket Insurance Trust.

"Participating Unit" means a Unit that has joined the trust and has elected to provide this insurance to its eligible employees by completing a participation agreement acceptable to us.

"You", "your", and "yours", when referring to: premium payment; Active Work; Full-time work; or Earnings, shall mean a Participating Unit instead of the group Policyholder.

**ENTIRE CONTRACT:** The Entire Contract provision as set forth in the GENERAL PROVISIONS, shall also include any signed participation agreement which we have accepted.

**INCONTESTABILITY:** The Incontestability provision, set forth in the GENERAL PROVISIONS, shall include the following: Any statements made by, or on behalf of the Participating Unit, will be deemed a representation, not a warranty.

**EFFECTIVE DATE OF PARTICIPATING UNIT:** Upon receipt of an acceptable participation agreement, any Unit will become a Participating Unit under this Policy on the later of:

- (1) the effective date of this Policy, if eligible on that date and approved by us; or
- (2) the effective date stated in the participation agreement as approved by us.

**TERMINATION OF A PARTICIPATING UNIT:** Any Participating Unit will be terminated under this Policy on the earliest of the following dates:

- (1) the date it no longer meets the requirements set out under the definition of Unit;
- (2) the date it stops or suspends active business operations or is placed in bankruptcy or receivership;
- (3) the date it no longer is an entity by means of dissolution, merger or otherwise;
- (4) the date a Participating Unit is terminated under this Policy in accordance with the provisions stated below;
- (5) the date this Policy ends; or
- (6) the end of the period for which the last premium payment has been made.

All insurance then in force on any person in any such Participating Unit will cease at once, except if otherwise stated in the participation agreement.

Termination of a Participating Unit will not affect a valid claim incurred prior to such termination.

Upon notice to us, the Participating Unit may end its participation under this Policy after 12 months of such participation or at any later time. The notice must be in writing and sent to our authorized representative or to us at our Administrative Office at least 31 days before the requested termination date. Such termination will be effective on the date we receive the notice, or on a later date, if one is specified in the notice.

Upon notice, we may terminate the insurance of a Participating Unit under this Policy after 12 months of such participation or at any later time. Our notice must be written and must state when the termination will be effective. The termination date must be 31 days or more after the date of our notice. The notice will be sent to the Participating Unit at the last address shown on our records.

We may end the insurance of a Participating Unit if payment of premium on a premium due date is not received within the

grace period provided by this Policy. We must give the Participating Unit written notice. We will send this notice to the Participating Unit's last address shown on our records. Our notice will state when the termination will be effective; it may not take effect before expiration of the grace period. Termination under this section will be effective only with respect to the insurance for which premium was due.

A Unit which ceases to be a Participating Unit under this Policy may again become a Participating Unit only if agreed to in writing between the Participating Unit and us.

**CONVERSION PRIVILEGE:** No Conversion Privilege is available to Insureds if they cease to be eligible because of termination of the Participating Unit.

**PREMIUMS:** Premiums that apply to the coverage outlined on each participation agreement are payable on or before the premium due date.

The premium for this insurance is based on the coverage requested by the Participating Unit. We reserve the right to adjust the premium rate on any premium due date:

- (1) after coverage has been in force thirty-six (36) months; or
- (2) if the coverage is changed by amendment.

We will notify the Participating Unit in writing at least 31 days before a premium change is made due to (1) above.

## GENERAL PROVISIONS

**ENTIRE CONTRACT:** The entire contract between you and us is this Policy, your signed Application for this Policy (a copy of which is attached at issue), and any endorsements or amendments.

**CHANGES:** No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, signed by a President, Vice President or Secretary and attached to this Policy.

**INCONTESTABILITY:** Any statement made in your application will be deemed a representation, not a warranty. We cannot contest this Policy after it has been in force for two (2) years from the date of issue, except for non-payment of premium.

Any statements made by you, the Participating Unit, any Insured Person, or on behalf of any Insured to persuade us to provide coverage, will be deemed a representation, not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which an Insured Person is covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
  - (a) it is in a written form signed by the Insured Person, or on behalf of the Insured Person; and
  - (b) a copy of such written instrument is or has been furnished to the Insured Person, the Insured Person's beneficiary or legal representative.
- (2) If the statement relates to an Insured Person's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during the lifetime of the Insured Person.

**ASSIGNMENT:** Ownership of any benefit provided under this Policy may be transferred by assignment. An irrevocable beneficiary must give written consent to assign this insurance. Written request for assignment must be made in duplicate at our Administrative Offices. Once recorded by us, an assignment will take effect on the date it was signed. We are not liable for any action we take before the assignment is recorded.

**RECORDS MAINTAINED:** You or an authorized Plan Administrator must maintain records of all Insureds. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

**CLERICAL ERROR:** Clerical errors in connection with the Policy or delays in keeping records for the Policy, whether by you, us, or the Plan Administrator:

- (a) will not terminate insurance that would otherwise have been effective; and
- (b) will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct a clerical error.

**MISSTATEMENT OF AGE:** If an Insured's age has been misstated, benefits will be those that apply to his correct age.

**NOT IN LIEU OF WORKER'S COMPENSATION:** This Policy is not a Worker's Compensation Policy. It does not provide Worker's Compensation benefits.

**CONFORMITY WITH STATE LAWS:** Any provision in this Policy which, on its Effective Date, is in conflict with the laws in the state where it is issued or in a state that otherwise has jurisdiction over such provision, is amended to conform with the minimum requirements of such laws of that state.

**CERTIFICATE OF INSURANCE:** We will provide a certificate of insurance for each Insured Person. The certificate will set forth the terms of coverage and to whom benefits are payable.

**POLICY TERMINATION:** This Policy may be terminated by you or us on any premium due date, after this Policy has been in force 12 months. Written notice of termination must be mailed to the other party at least 31 days prior to the effective date of such termination. We will mail the notice to your last address shown on our records.

**PRONOUNS:** All pronouns include either gender unless the context indicates otherwise.

## **INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION**

**ELIGIBLE CLASSES:** The eligible classes will be those persons described on the Schedule of Benefits.

**WAITING PERIOD:** A person who is continuously employed on a Full-time basis with you for the period specified on the Schedule of Benefits has satisfied the Waiting Period.

**EFFECTIVE DATE OF INDIVIDUAL INSURANCE:** The insurance of an Eligible Person will go into effect on the Individual Effective Date as shown on the Schedule of Benefits.

If an Eligible Person is not Actively At Work on the day his insurance is to go into effect, his insurance will take effect on the day he returns to Active Work for one full day.

Changes in an Insured Person's amount of insurance are effective as shown on the Schedule of Benefits.

**TERMINATION OF INDIVIDUAL INSURANCE:** An Insured Person's coverage will terminate on the first of the following to occur:

- (1) the date this Policy terminates; or
- (2) the date the Participating Unit ceases to be a Participating Unit under this Policy; or
- (3) the date the Insured Person ceases to be in a class eligible for this insurance; or
- (4) the end of the period for which premium has been paid for the Insured Person's coverage.

Any loss which occurs prior to the termination of this insurance coverage will not be affected.

**CONTINUATION OF INDIVIDUAL INSURANCE:** An Insured Person's coverage may be continued, by payment of premium, beyond the date the Insured Person ceases to be eligible for this insurance, but not longer than:

- (1) 12 months, if he ceases to be eligible due to illness or Injury; or
- (2) 1 month, if he ceases to be eligible due to temporary lay-off or approved leave of absence.

**INDIVIDUAL REINSTATEMENT:** If an Insured Person's coverage is terminated, it may be reinstated if he is:

- (1) on an approved leave of absence; or
- (2) on temporary lay-off.

Such person must return to Active Work with you within the period of time shown on the Schedule of Benefits (INDIVIDUAL REINSTATEMENT). He must also be a member of a class eligible for this insurance.

Unless a person is returning after having resigned or having been discharged, he will not be required to fulfill the eligibility requirements of this Policy again. The insurance will go into effect on the date he returns to Active Work.

## **CONVERSION PRIVILEGE**

An Insured Person can use this privilege when his Accidental Death and Dismemberment insurance coverage is no longer in force for any reason, except termination of this Policy or termination of a Participating Unit's coverage under this Policy. The Insured must make written application for the converted policy within 31 days after coverage ends. The first premium must also be paid within that time. The issuance of the converted policy is subject to the following conditions:

- (1) the converted policy will take effect on the date of the termination of this insurance, or on the date of the application for the converted policy, whichever is later;
- (2) proof of health will not be required; and
- (3) the premium will be applicable to the class of risk to which the Insured belongs, at his attained age, and to the form and amount of insurance provided.

The converted policy's Principal Sum will be the lower of:

- (1) the Amount of Principal Sum applicable to the Insured under this Policy; or
- (2) \$250,000.

The converted policy may provide that it will be renewable on any anniversary with our consent, subject to a maximum age limit.

The converted policy may exclude any condition or hazard which applied to the Insured at the time this coverage terminated. Benefits will not be paid under the converted policy for a claim originating under this Policy.

The Insured may convert to any individual Accidental Death and Dismemberment policy we offer in the state where he lives.



## **PREMIUMS**

**PREMIUM PAYMENT:** All premiums are to be paid by you to us, or to an authorized agent, on or before the due date. The premium due dates are stated on the face page of this Policy.

**PREMIUM RATE:** The initial premium rate is shown on the application for this Policy.

The premium for this insurance is based on the coverage requested. We reserve the right to adjust the premium rate on any premium due date:

- (1) after coverage has been in force, with respect to the Participating Unit, for 36 months; or
- (2) if the coverage is changed by amendment.

We will not change the premium rate more than once in any 12 month period unless the coverage is changed. We will notify you in writing at least 31 days before a premium change is made due to (1) above.

**GRACE PERIOD:** You may pay the premium up to 31 days after the date it is due. This Policy stays in force during this time. If the premium is not paid during the grace period, this Policy, with respect to you, will be cancelled at the end of the grace period. You will still owe us the premium up to the date this Policy is cancelled.

## **BENEFICIARY AND FACILITY OF PAYMENT**

**BENEFICIARY:** If the Insured Person dies, any death benefit payable and any other accrued benefits will be paid to the beneficiary named in records maintained by you, or if none, to the beneficiary named to receive the proceeds of the basic Group Life policy issued to you. Benefits will not be paid to you or an officer of your firm. A beneficiary designation will be effective as of the date the Insured Person signed it. Any payment made by us before receiving the designation shall fully discharge us to the extent of that payment.

The Insured Person can change the beneficiary by telling us in writing on our form. The consent of a revocable beneficiary is not needed. The change will take effect only when it is received and approved by us or an authorized Plan Administrator. We cannot attest to the validity of such a change.

If an Insured's beneficiary dies at the same time as the Insured, or within 15 days after his death but before we receive written proof of the Insured's death, payment will be made as if the Insured survived the beneficiary, unless noted otherwise in another provision of this Policy.

If the Insured Person has not named a beneficiary, or an Insured's named beneficiary is not surviving at the Insured's death, any benefits due shall be paid to the first of the following classes to survive the Insured:

- (1) the Insured's legal spouse or legally recognized civil union partner;
- (2) the Insured's surviving children (including legally adopted children), in equal shares;
- (3) the Insured's surviving parents, in equal shares;
- (4) the Insured's surviving siblings, in equal shares; or, if none of the above,
- (5) the Insured's estate.

**FACILITY OF PAYMENT:** If a beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the beneficiary. Payment to a minor shall not exceed \$1,000.

If the Insured has not named a beneficiary or the beneficiary is not surviving at the Insured's death, we may pay up to \$2,500 of the benefit to the person(s) who, in our opinion, has incurred expenses in connection with the Insured's last illness, death or burial. Payment may also be made to the executor or administrator of the Insured's estate, or to any relative of the Insured by blood or marriage.

The balance of the benefit, if any, will be held by us, until an individual or representative:

- (1) is validly named; or
- (2) is appointed to receive the proceeds; and
- (3) can give valid release to us.

We will not be liable for any payment we have made in good faith.

## CLAIMS PROVISIONS

**NOTICE OF CLAIM:** Written notice must be given to us within 31 days after the Loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Offices or to our authorized agent. The notice should include the Insured's name and the Participating Unit Number.

**CLAIM FORMS:** When we receive written notice of a claim, we will send claim forms to the claimant within 15 days. If we do not, the claimant will satisfy the requirements of written proof of loss by sending us written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**PROOF OF LOSS:** For any covered Loss, written proof must be sent to us within 90 days. If it is not reasonably possible to give proof within 90 days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

**TIME PAYMENT OF CLAIMS:** When we receive written proof of loss, we will pay any benefits due. Benefits that provide for periodic payment will be paid accordingly.

**PAYMENT OF CLAIMS:** If an Insured Person dies, we will pay any death benefit and any other accrued benefits in accordance with the Beneficiary and Facility of Payment provisions. All other benefits will be paid to the Insured Person.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have a doctor of our choice examine the Insured as often as we think necessary. This section applies while a claim is pending or while we are paying benefits. We also have the right to make an autopsy in case of death, unless the law forbids it. We will pay for the cost of both the examination and the autopsy.

**LEGAL ACTION:** No lawsuit or action in equity can be brought to recover on this Policy:

- (1) before 60 days following the date written proof of loss was furnished to us; or
- (2) after 3 years following the date written proof of loss is required (6 years in South Carolina and 5 years in Kansas).

## SETTLEMENT OPTIONS

The Insured Person may elect a single sum payment or a different way in which the beneficiary will receive payment of the Principal Sum. If other than a single sum payment is desired, he must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20 each are not allowed.

If no instructions for a settlement option are in effect at the death of the Insured, the beneficiary may make the election, with our consent.

If a beneficiary dies while receiving payments under one of these options and there is no contingent beneficiary, the balance will be paid in one sum to the beneficiary's estate, unless otherwise agreed to in the instructions for settlement.

Requests for settlement options other than the 3 set out below may be made. A mutual agreement must be reached between the individual entitled to elect and us.

**OPTION A - FIXED TIME PAYMENT OPTION:** Equal monthly payments will be made for any period chosen, up to 30 years. The amount of each payment depends on the amount applied, the period selected and the payment rates we are using when the first payment is due. The rate of any monthly payment will not be less than shown in the table below. We reserve the right to change the minimum monthly payment. These changes will apply only to requests for settlement elected after the change.

**Option A Table**  
**Minimum Monthly Payment Rates for each \$1,000 Applied**

<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>
1	\$84.47	7	\$13.16	13	\$7.71	19	\$5.73	25	\$4.71
2	42.86	8	11.68	14	7.26	20	5.51	26	4.59
3	28.99	9	10.53	15	6.87	21	5.32	27	4.47
4	22.06	10	9.61	16	6.53	22	5.15	28	4.37
5	17.91	11	8.86	17	6.23	23	4.99	29	4.27
6	15.14	12	8.24	18	5.96	24	4.84	30	4.18

**OPTION B - FIXED AMOUNT PAYMENT OPTION:** Each payment will be for an agreed fixed amount. The amount of each payment will not be less than \$20 for each \$2000 applied. Interest will be credited and added each month on the unpaid balance. This interest will be at a rate set by us, but not less than the equivalent of 3% per year. Payments continue until the amount we hold runs out. The last payment will be for the balance only.

**OPTION C - INTEREST PAYMENT OPTION:** We will hold any amount applied under this section. Interest on the unpaid balance will be paid each month at a rate set by us. This rate will not be less than the equivalent of 3% per year.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

### DESCRIPTION OF COVERAGE

**LOSS OF LIFE, LIMB, SIGHT, SPEECH OR HEARING:** If, due to Injury, an Insured suffers any one of the following specific Losses within 365 days from the date of the accident we will pay the Benefit Amount listed below. However, if more than one listed loss results from any one accident, we will only pay the one largest applicable benefit as listed below.

#### LOSS

#### BENEFIT AMOUNT:

Loss of Life.....	the Insured's Principal Sum
Loss of Two or More Members .....	the Insured's Principal Sum
Loss of Speech and Hearing .....	the Insured's Principal Sum
Loss of One Member .....	1/2 of the Insured's Principal Sum
Loss of Speech or Hearing .....	1/2 of the Insured's Principal Sum
Loss of Thumb and Index Finger of the Same Hand .....	1/4 of the Insured's Principal Sum

#### **DEFINITIONS:**

"Member(s)" means: hand, foot or eye.

"Loss(es)" must result directly and independently from Injury, with no other contributing cause. As used in this benefit with respect to:

- (1) a hand or foot, Loss means the complete severance through or above the wrist or ankle joints;
- (2) an eye, Loss means the total and irrecoverable loss of sight;
- (3) speech, Loss means the total and irrecoverable loss of the function;
- (4) hearing, Loss means the total and irrecoverable loss of the hearing in both ears;
- (5) a thumb and index finger, Loss means the complete severance through or above the metacarpophalangeal joint.

## **COVERAGE FOR MEMBERS OF RESERVE-NATIONAL GUARD**

**DESCRIPTION OF COVERAGE:** We will pay plan benefits for a loss due to Injury of any Insured which is sustained while such Insured is a member of an organized Reserve Corps or National Guard Unit and is:

- (1) attending any regularly scheduled or routine training of less than 60 days, or is enroute to or from such training;
- (2) attending a Service School no matter how long it is, or is enroute to or from that school;
- (3) taking part in any authorized inactive duty training; or
- (4) taking part as a unit member in a parade or exhibition authorized by official orders.

No benefit is payable for any loss that occurs during active duty.

### **DEFINITION:**

"Service School" means one operated by or on behalf of the United States of America or Canada.

## **COVERAGE OF EXPOSURE AND DISAPPEARANCE**

### **DESCRIPTION OF COVERAGE**

**EXPOSURE:** Any loss that is due to exposure will be covered as if it were due to Injury, provided such loss results directly and independently of all other causes from accidental exposure to the elements which occurs while the Insured's coverage under this Policy is in force.

**DISAPPEARANCE:** We will presume an Insured suffered loss of life due to an Injury, if:

- (1) while covered under this Policy, such Insured is riding in a conveyance that is involved in an accident, not excluded from coverage;
- (2) the conveyance is wrecked, sinks or disappears as a result of such accident; and
- (3) the Insured's body is not found within 1 year of the accident.

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

**DESCRIPTION OF COVERAGE:** We will pay a sum equal to 10% of the Insured Person's Principal Sum if:

- (1) the Insured Person dies as the result of a bodily Injury sustained while riding in or operating a Four-Wheel Vehicle;
- (2) a police report establishes that the Insured Person was properly strapped in a Seat Belt at the time;
- (3) Loss of Life benefits are payable for the Insured Person's death hereunder.

We will pay an additional 5% if the Insured Person is driving in or riding in a Four-Wheel Vehicle which is equipped with a factory-installed Supplemental Restraint System. The Insured Person must be positioned in a seat which is designed to be protected by an air bag and must be properly strapped in the Seat Belt when the air bag inflates. In addition to the above requirements, the police report must establish that the air bag inflated properly upon impact.

The total maximum benefit payable is \$100,000.

No benefit will be paid for any loss sustained:

- (1) while driving or riding in any Four-Wheel Vehicle used: in a race; in a speed or endurance test; or for acrobatic or stunt driving; or
- (2) if the Insured Person is not wearing a Seat Belt for any reason; or
- (3) while the Insured Person is sharing a Seat Belt; or
- (4) due to a defect in the Supplemental Restraint System's diagnostic system.

If the police report does not clearly establish that the Insured Person was or was not wearing a seat belt at the time of the accident causing the Insured Person's death, we will pay a sum equal to \$1,000.00 in lieu of the benefit described above.

## **DEFINITIONS**

"Seat Belt" means an unaltered Seat Belt or lap and shoulder restraint.

An air bag is not considered a Seat Belt.

"Supplemental Restraint System" means an air bag which inflates for added protection to the head and chest areas.

"Four-Wheel Vehicle" means a vehicle listed below provided it is: duly licensed for passenger use; and designated primarily for use on public streets and highways:

- (1) a private passenger automobile; or
- (2) a station wagon; or
- (3) a van, jeep, or truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less; or
- (4) a self-propelled motor home.



## **EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

### **Family and Medical Leave of Absence:**

We will continue the Insured Person's coverage and that of any Insured Dependent, if applicable, in accordance with your policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

- (1) the premium for such Insured Person and his/her Insured Dependents, if applicable, continues to be paid during the leave; and
- (2) you have approved the Insured Person's leave in writing and provide a copy of such approval within thirty-one (31) days of our request.

As long as the above requirements are satisfied, we will continue coverage until the later of:

- (1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or
- (2) the end of the leave period required by any similar state law, as amended.

### **Military Services Leave of Absence:**

We will continue the Insured Person's coverage and that of any Insured Dependents, if applicable, in accordance with your policies regarding Military Services Leave of Absence under USERRA if the premium for such Insured Person and his or her Insured Dependents, if applicable, continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

This Policy, while coverage is being continued under this Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While the Insured Person is on a Family and Medical Leave of Absence for any reason other than his or her own illness, injury or disability or Military Services Leave of Absence he or she will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective for an Insured Person who is not considered Actively at Work until the Insured Person has returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in this Policy.

The Insured Person's coverage and that of any Insured Dependents, if applicable, will cease under this extension on the earliest of:

- (1) the date this Policy terminates; or
- (2) the end of the period for which premium has been paid for the Insured Person; or
- (3) the date such leave should end in accordance with your policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA.

Should you choose not to continue the Insured Person's coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, the Insured Person's coverage as well as any dependent coverage, if applicable, will be reinstated.

## EXCLUSIONS

This Policy does not cover any loss:

- (1) to which sickness, disease, or myocardial infarction, including medical or surgical treatment thereof, is a contributing factor; or
- (2) caused by suicide, or intentionally self-inflicted injuries; or
- (3) caused by or resulting from war or any act of war, declared or undeclared; or
- (4) caused by an accident that occurs while in the armed forces of any country, except as shown under the Reserve-National Guard Benefit (any premium paid to us for any period not covered by this Policy while the Insured is in such service will be returned pro rata); or
- (5) caused by or resulting from riding in, getting into or out of any aircraft, unless:
  - (a) the Insured Person is a passenger (not a pilot or crew member) in a tested and approved civilian aircraft being operated as passenger transport in compliance with the then current rules of the authority having jurisdiction over its operation; and
  - (b) the aircraft is not owned, leased or operated by or on behalf of the Participating Unit, the Insured Person or any other employer of the Insured Person, unless a specific written agreement has been obtained from us; or
- (6) sustained during the Insured Person's commission or attempted commission of an assault or felony.