

Group Accident  
Insurance Certificate

Full-time Academic and Staff Employees of Indiana  
University

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## SCHEDULE OF BENEFITS

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*This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the provisions carefully.*

The *Schedule of Benefits* provides a brief outline of your coverage and benefits. Please read the *Description of Coverages and Benefits* Section for full details.

**Subscriber:** Indiana University

**Effective Date of Subscriber Participation:** June 1, 2004

**Certificate Effective Date:** January 1, 2009

**Covered Class:** Class 1 - All active, Full-time appointed Employees of Indiana University.

## SCHEDULE OF BENEFITS

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This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided for each Covered Person unless otherwise indicated. **Principal Sum**, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

### Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date: No Waiting Period

For Employees hired after the Policy Effective Date: No Waiting Period

### Time Period for Loss:

Any Covered Loss must occur within: 365 days of the Covered Accident

## VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum: An amount elected in the amount of \$30,000; \$60,000; \$90,000; \$120,000; \$180,000; \$240,000; \$300,000; \$350,000; \$400,000; \$450,000; or \$500,000

Spouse/Domestic Partner Principal Sum: 60% of Employee's Principal Sum if no covered dependent child;  
50% if there is a covered dependent child  
Maximum Benefit \$300,000

If an Employee and Spouse/Domestic Partner are both employed by the Employer and they each elect Employee and Spouse/Domestic Partner coverage under this Policy, the combined Employee and Spouse/Domestic Partner Principal Sum cannot exceed \$800,000.

Dependent Child Principal Sum: 20% of Employee's Principal Sum if no Insured Spouse or Domestic Partner; 15% if there is a covered Spouse or Domestic Partner  
Maximum Benefit \$50,000

**SCHEDULE OF COVERED LOSSES**

<b>Covered Loss</b>	<b>Benefit</b>
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12 <sup>th</sup> month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all the Toes of the Same Foot	25% of the Principal Sum
Loss of Hearing in One Ear	25% of the Principal Sum

**Age Reductions**

An Employee or Spouse/Domestic Partner's Principal Sum will be reduced to the percentage of his Principal Sum in effect on the date preceding the first reduction, as shown below.

<b>Age</b>	<b>Percentage of Benefit Amount</b>
70 but less than 75	65%
75 but less than 80	45%
80 but less than 85	30%
85 or over	15%

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

**EXPOSURE AND DISAPPEARANCE COVERAGE** provides the Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

**ADDITIONAL ACCIDENT BENEFITS**

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

**CHILD CARE CENTER BENEFIT**

Benefit Amount	3% of the Employee's Principal Sum subject to a maximum of \$3,000 per year
Maximum Benefit Period	5 years but not beyond age 13 for each surviving Dependent Child

**COMMON ACCIDENT BENEFIT**

Covered Spouse/Domestic Partner Benefit	up to 100% of the Employee's Principal Sum subject to a maximum of \$1,000,000
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**FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT**

Accidental Death and Dismemberment Benefit	\$25,000
Hospital Stay Benefit	\$100 per day
Maximum Benefit Period	20 days per Hospital Stay per Covered Accident

**HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

Benefit	10% of the Principal Sum subject to a maximum of \$25,000
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**INCREASED DEPENDENT CHILD DISMEMBERMENT BENEFIT**

100% multiplied by the percentage of the Child's Principal Sum applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*

**REHABILITATION BENEFIT**

Benefit per Covered Accident	up to \$10,000
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**SEATBELT AND AIRBAG BENEFIT**

Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$25,000
Airbag Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$25,000

**SPECIAL EDUCATION BENEFIT**

Surviving Dependent Child Benefit	5% of the Principal Sum subject to a Maximum Benefit of \$5,000
Maximum Number of Annual Payments For Each Surviving Dependent Child	4
Default Benefit	\$1,000

**SPOUSE/DOMESTIC PARTNER RETRAINING BENEFIT**

	5% of the Principal Sum subject to a Maximum Benefit of \$5,000
Default Benefit	\$1,000

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## **GENERAL DEFINITIONS**

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Please note that certain words used in this Certificate have specific meanings. The words defined below and capitalized within the text of this Certificate have the meanings set forth below.

### **Active Service**

An Employee will be considered in Active Service with the Employer on any day that is either of the following:

1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel;
2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the preceding scheduled workday.

### **Age**

A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on his last birthday.

### **Aircraft**

A vehicle which:

1. has a valid certificate of airworthiness; and
2. is being flown by a pilot with a valid license to operate the Aircraft.

### **Annual Compensation**

An Employee's annual contract salary in effect just prior to the date of the covered loss, excluding commissions, bonuses, overtime or other compensation.

### **Covered Accident**

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, Sickness, mental or bodily infirmity;
3. is not otherwise excluded under the terms of this Policy.

### **Covered Injury**

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

### **Covered Loss**

A loss that is all of the following:

1. the result, directly and independently of all other causes, of a Covered Accident;
2. one of the Covered Losses specified in the *Schedule of Covered Losses*;
3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

### **Covered Person**

An eligible person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force. The term Covered Person shall include, where this Policy provides coverage, an eligible Spouse/Domestic Partner and eligible Dependent Children.

**Dependent Child(ren)**

An Employee's unmarried child who meets the following requirements:

1. A child from live birth to 19 years old;
2. A child who is 19 or more years old but less than 25 years old, enrolled in a school as a full-time student and primarily supported by the Employee;
3. A child who is 19 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes an Employee and Domestic Partner's:

1. Natural child;
2. Adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. Stepchild who resides with the Employee;
4. Child for whom the Employee is legal guardian, as long as the child resides with the Employee and depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.

**Domestic Partner**

A person of the same sex who:

1. shares the covered Employee's permanent residence;
2. has resided with the covered Employee continuously for at least six months;
3. has submitted documentation, as may be required by the Employer to verify the interdependent relationship with the Employee, including a joint affidavit with the Employee that the relationship is an exclusive mutual commitment that is the functional equivalent of marriage. The Domestic Partner and the Employee are:
  - a. jointly responsible for each other for the necessities of life, including each other's debts;
  - b. intend to remain in the relationship indefinitely;
  - c. would enter into a legal marriage if the opportunity were available; and
  - d. have agreed that in the event of dissolution of the domestic partnership, there will be a substantially equal division of any earnings acquired during the partnership and of property acquired with these earnings, for example, there will be a division of property similar to that required of a married couple in the event of a divorce.

Required documentation in lieu of the marriage certificate the Employer requires to verify the Employee and Domestic Partner's interdependent financial relationship are:

- a. joint ownership of residence (home, condo, mobile home) or a lease for a residence identifying both partners as tenants; and two of the following:
  - joint ownership of a motor vehicle;
  - joint credit account;
  - joint checking account; or
  - other evidence of joint ownership of a major asset or joint liability of debt.
4. has not signed a Domestic Partner declaration with any other person within the last 6 months;
5. is no less than 18 years of age;
6. is not a blood relative any closer than would prohibit legal marriage.

In addition to the above requirements, consent of either party due to the Domestic Partner relationship must not have been obtained by force, duress or fraud.

A covered Employee may insure a Domestic Partner if all of the following conditions are met:

1. the Domestic Partner is the only person meeting this Policy's definition of "Domestic Partner" with respect to the covered Employee;
2. The covered Employee and the Domestic Partner furnish a notarized affidavit or signed statement reflecting these requirements, and an agreement to notify Us if the requirements cease to be met, on a form acceptable to Us.

**Employee**

For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.

**Employer**

The Subscriber and any affiliates, subsidiaries or divisions shown in the *Schedule of Covered Affiliates* and which are covered under this Policy on the date of issue or subsequently agreed to by Us.

**He, His, Him**

Refers to any individual, male or female.

**Hospital**

An institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.

**Inpatient**

A Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term 'Inpatient' shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

**Nurse**

A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:

1. employed or retained by the Subscriber;
2. living in the Covered Person's household; or
3. a parent, sibling, spouse/domestic partner or child of the Covered Person.

**Outpatient**

A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

**Prior Plan**

The plan of insurance providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.

**Physician**

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

1. employed or retained by the Subscriber;
2. living in the Covered Person's household;
3. a parent, sibling, spouse/domestic partner or child of the Covered Person.

**Sickness**

A physical or mental illness.

**Spouse**

The Employee's lawful spouse.

**Subscriber**

Any participating organization that subscribes to the trust to which this Policy is issued.



**Totally Disabled or Total Disability**

Totally Disabled or Total Disability means either:

1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

**We, Us, Our**

Life Insurance Company of North America.

**You, Your**

The person to whom the certificate is issued.

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## **ELIGIBILITY AND EFFECTIVE DATE PROVISIONS**

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### **Subscriber Effective Date**

Accident Insurance Benefits become effective for each Subscriber in consideration of the Subscriber's application, Subscription Agreement and payment of the initial premium when due. Insurance coverage for the Subscriber becomes effective on the Effective Date of Subscriber Participation.

### **Eligibility**

An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. A Spouse/Domestic Partner and Dependent Children of an eligible Employee become eligible for any dependent insurance provided by this Policy on the later of the date the Employee becomes eligible and the date the Spouse/Domestic Partner or Dependent Child meets the applicable definition shown in the *Definitions* section of this Policy. If an Employee and his or her Spouse/Domestic Partner is also an Employee of the Employer, each may be eligible for insurance under this Policy as both an Employee and a Spouse/Domestic Partner. However, only one Employee may elect to cover their Dependent Children.

### **Effective Date for Individuals**

Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions within 60 days of eligibility, and subject to the *Deferred Effective Date* provision below, on the latest of the following dates:

1. the effective date of this Policy;
2. the date the Employee becomes eligible;
3. the first of the month following the date the Employer receives the Employee's completed enrollment form and the required first premium, during his lifetime.

Insurance becomes effective for an Employee's eligible dependents if the Employee applies and agrees to make required contributions within 60 days of the date his dependents become eligible on the latest of the following dates:

1. the effective date of this Policy;
2. the date the Employee becomes eligible;
3. the date the Employee's insurance becomes effective;
4. the date the dependent meets the definition of Spouse/Domestic Partner or Dependent Child, as applicable;
5. the date We receive a completed enrollment form for Spouse/Domestic Partner and Dependent Child coverage and the required first premium, during each dependent's lifetime.

Insurance becomes effective for a newborn Dependent Child automatically from the moment of the child's live birth.

Insurance for that Dependent Child automatically ends 31 days later unless the Employee has a Spouse/Domestic Partner or other Dependent Children insured under this Policy or makes a request to cover the child and pays the required initial premium, during the child's lifetime.

## **DEFERRED EFFECTIVE DATE**

### **Active Service**

The effective date of insurance will be deferred for any Employee who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date he returns to Active Service and the date coverage would otherwise have become effective.

### **Annual Re-Enrollment**

An Employee currently insured under this Policy, and a person who is eligible but has not previously enrolled, may only increase, become insured for or terminate coverage under this Policy during an annual re-enrollment period as agreed to by Us and the Subscriber. An Employee who is insured under this Policy may also elect, increase or terminate coverage for his eligible dependents. Coverage elected during an Annual Re-Enrollment Period will become effective, subject to the *Active Service* section of the *Deferred Effective Date* provision, on the January first following the date We receive a request and any required premium payment.

### **Life Status Change**

A Life Status Change is an event that the Employer determines qualifies an Employee to elect, increase or terminate accident insurance benefits for himself and his Spouse/Domestic Partner and Dependent Children. Any change in benefit elections must be made within 60 days of a Life Status Change.

Any increases in benefits, added benefits or terminated coverage elected under this Life Status Change provision will become effective on the first of the month following the Life Status Change.

The Subscriber should seek advice of its tax advisors if Employees may contribute to the cost of any insurance provided by this Policy with earnings not subject to Federal Income Tax. We cannot provide such advice nor offer any opinions on taxation or tax status of any contributions toward the cost of insurance.

### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class will take effect on the January first following the change.

Increases will take effect subject to any Active Service requirement.

### **TERMINATION OF INSURANCE**

The insurance on a Covered Person will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
2. the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
4. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy;
5. with respect to a Spouse/Domestic Partner or Dependent Child, the date of the death of the covered Employee or the date of divorce from the covered Employee unless the Spouse/Domestic Partner elects to continue insurance, including insurance on Dependent Children. See *Continuation of Insurance* section.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

### **CONTINUATION OF INSURANCE**

We will continue insurance under this Policy for a Spouse/Domestic Partner and Dependent Children of a covered Employee who dies, without payment of premium for 12 months. The Spouse/Domestic Partner and Dependent Children: (a) must have been insured under this Policy on the date the Employee died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of the end of the 12<sup>th</sup> month and the date the Spouse/Domestic Partner or any Dependent Children ceases to meet all other requirements for eligibility.

### **Continuation for Leave of Absence or Family Medical Leave**

Insurance for an Employee and Covered Dependents may be continued until the earliest of the following dates if: (a) an Employee is on an Employer-approved personal leave of absence or an Employer-approved family medical leave; and (b) required premium contributions are paid when due.

1. for an Employer-approved personal leave of absence: 12 months after the end of the month in which the leave begins;
2. for an Employer-approved family medical leave: 12 weeks in a consecutive 12-month period.

### **Continuation for Total Disability**

Insurance for an Employee may be continued if his or her Active Service ends due to Total Disability for up to 12 months or any of the following dates, if earlier.

1. The date the Employee is no longer Totally Disabled.
2. The day after the end of the period for which required premiums are paid.

If the Employee dies during this period, We will pay the Principal Sum in effect on the day before he or she became Totally Disabled. However, this benefit will be subject to the provisions of the Policy that may reduce or terminate coverage on account of age or a change in eligible class.

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## COMMON EXCLUSIONS

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In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;
7. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
8. travel in any Aircraft owned, leased or controlled by the Subscriber, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be 'controlled' by the Subscriber if the Aircraft may be used as the Subscriber wishes for more than 10 straight days, or more than 15 days in any year;
9. a Covered Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered Accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days.
10. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
11. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage.

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## CONVERSION PRIVILEGE

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1. If the Covered Person's insurance or any portion of it ends for any of the following reasons:
  - a. employment or membership ends;
  - b. eligibility ends (except for age);the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may apply for an amount of coverage that is:
  - a. in \$1,000 increments;
  - b. not less than \$25,000, regardless of the amount of insurance under the group policy; and
  - c. not more than the amount of insurance he had under the group policy, except as provided above, up to a maximum amount of \$250,000.

The Covered Person must be under age 70 to get a converted policy.

If the Covered Person's insurance or any portion of it ends for non-payment of premium, he may not convert. If the Covered Person's insurance ends for a reason described in 2. below, conversion is subject to that section.

The converted policy or certificate will cover accidental death and dismemberment. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

If the Covered Person has converted his group coverage and later becomes insured under the same group plan as before, he may not convert a second time unless he provides, at his own expense, proof of insurability or proof the prior converted policy is no longer in force.

The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk. If the Covered Person has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

If the Covered Person dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended; or, if later, the date application is made.

### **Exclusions**

The converted policy may exclude the hazards or conditions that apply to the Covered Person's group coverage at the time it ends. We will reduce payment under the converted policy by the amount of any benefits paid under the group policy if both cover the same loss.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
  - a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
  - b. \$10,000

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## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Subscriber's name and policy number and the Covered Person's name, address, policy and certificate number.

### **Claim Forms**

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

### **Time of Payment of Claims**

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the *Beneficiary* provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

### **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine You, Your Spouse/Domestic Partner and/or Dependent Child when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

### **Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

**Beneficiary**

The beneficiary is the person or persons You name or change on a form executed by You and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Subscriber. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy. Any Accidental Death Benefit payable at the death of Your Spouse/Domestic Partner or Dependent Child will be paid to You or Your estate.

A beneficiary designation or change will become effective on the date You execute it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless You have specified otherwise. The share of any beneficiary who does not survive You, Your Spouse/Domestic Partner or Dependent Child will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if You die while benefits are payable to You, We may make direct payment to the first surviving class of the following classes of persons:

1. The person designated as the Employee's beneficiary under the Employer's group sponsored Life Insurance Policy;
2. Spouse;
3. Child or Children;
4. Mother or father;
5. Sisters or brothers;
6. Estate of the Covered Person.

**Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when You, Your Spouse/Domestic Partner or Dependent Children die, We may recover the overpayment from Your, Your Spouse/Domestic Partner's or Dependent Child's estate.

GA-00-CE1600.00

## **ADMINISTRATIVE PROVISIONS**

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### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the Policy, the plan and amounts of insurance in effect. If Your, Your Spouse/Domestic Partner's and/or Dependent Child's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place.

### **Grace Period**

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. Insurance under this Policy for You, Your Spouse/Domestic Partner and/or Dependent Children will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

GA-00-CE1700.00



## **GENERAL PROVISIONS**

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### **Misstatement of Fact**

If You, Your Spouse/Domestic Partner or Dependent Children have misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

### **Multiple Certificates**

You may have in force only one certificate of insurance at a time under this Policy. If at any time You have been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

### **Assignment**

We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's certificate remains in force.

### **Incontestability of Your, Your Spouse/Domestic Partner's and/or Dependent Child's Insurance**

All statements made by You, Your Spouse/Domestic Partner and/or Dependent Children are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from Your, Your Spouse/Domestic Partner's and/or Dependent Child's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

### **Clerical Error**

Insurance for You, Your Spouse/Domestic Partner and/or Dependent Children will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

### **Policy Changes**

We may agree with the Subscriber to modify a plan of benefits without Your, Your Spouse/Domestic Partner's and/or Dependent Child's consent.

### **Workers' Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

GA-00-CE1800.00

## DESCRIPTION OF COVERAGES AND BENEFITS

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**This Description of Coverages and Benefits Section describes the Accident Coverages and Benefits provided to You. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the Schedule of Benefits. Certain words capitalized in the text of these descriptions have special meanings within this Certificate and are defined in the General Definitions section. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.**

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

**Covered Loss** We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

**Definitions** **Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Loss of Toes** means complete Severance through the metatarsalphalangeal joints.

**Paralysis or Paralyzed** means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

**Quadriplegia** means total Paralysis of both upper and both lower limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

**Uniplegia** means total Paralysis of one upper or one lower limb.

**Coma** means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

**Severance** means the complete and permanent separation and dismemberment of the part from the body.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* section.

GA-00-2100.00

#### **ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

#### **EXPOSURE AND DISAPPEARANCE COVERAGE**

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses*, will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

**Exclusions** The exclusions that apply to this coverage are in the *Common Exclusions* Section.

GA-00-2202.00

#### **ADDITIONAL ACCIDENT BENEFITS**

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

#### **CHILD CARE CENTER BENEFIT**

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if death of the covered Employee results directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

1. coverage for his Dependent Children was in force on the date of the Covered Accident causing his death; and
2. one or more surviving Dependent Children is under Age 13 and:
  - a. was enrolled in a Child Care Center on the date of the Covered Accident; or
  - b. enrolls in a Child Care Center within 90 days from the date of the Covered Accident.

This benefit will be payable to the Surviving Spouse/Domestic Partner if the Spouse/Domestic Partner has custody of the child. If the Surviving Spouse/Domestic Partner does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each 12 month period that begins after the date of the covered Employee's death. A claim must be submitted to Us at the end of each 12 month period. A 12 month period begins:

1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in (2b) above, after the covered Employee's death; or
2. on the first of the month following the covered Employee's death, if the Dependent Child was enrolled in a Child Care Center before the covered Employee's death.

Each succeeding 12 month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

**Definitions** For purposes of this benefit:  
**Child Care Center** is a facility which:  
1. is licensed and run according to laws and regulations applicable to child care facilities; and  
2. provides care and supervision for children in a group setting on a regular, daily basis.  
A Child Care Center does not include any of the following:  
1. a Hospital;  
2. the child's home;  
3. care provided during normal school hours while a child is attending grades one through twelve.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2222.00

#### **COMMON ACCIDENT BENEFIT**

We will increase the Loss of Life benefit payable for the covered Spouse/Domestic Partner to 100% of the Employee's Principal Sum if both the Employee and the covered Spouse/Domestic Partner die directly and independently of all other causes from a Common Accident and are survived by one or more Dependent Children.

**Definition** For purposes of this benefit:  
**Common Accident** means the same Covered Accident or separate Covered Accidents that occur within the same 24-hour period.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2224.00

#### **FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT**

We will pay the amount shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Employee suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault as described below. A police report detailing the felonious assault or violent crime must be provided before any benefits will be paid. The Covered Accident must occur while the Covered Person is on the business or premises of the Employer.

To qualify for benefit payment, the Covered Accident must occur during any of the following:

1. actual or attempted robbery or holdup;
2. actual or attempted kidnapping;
3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

We will pay a Hospital Stay Benefit, subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault if all of the following conditions are met:

1. the Covered Person is covered for Hospital Stay benefits under this Policy;
2. the Hospital Stay begins within 30 days of the violent crime/felonious assault;
3. the Hospital Stay is at the direction and under the care of a Physician;
4. the Covered Person provides proof satisfactory to Us that his Hospital Stay was necessitated to treat Covered Injuries sustained in a Covered Accident caused solely by a violent crime or felonious assault;
5. the Hospital Stay begins while the Covered Person's insurance is in effect.

The benefit will be paid for each day of a continuous Hospital Stay.

**Definitions** For purposes of this benefit:  
**Family Member** means the Covered Person's parent, step-parent, Spouse or former Spouse, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, cousins, grandparent, grandchild and stepchild.

**Fellow Employee** means a person employed by the same Employer as the Covered Person or by an Employer that is an affiliated or subsidiary corporation. It shall also include any person who was so employed, but whose employment was terminated not more than 45 days prior to the date on which the defined violent crime/felonious assault was committed.

**Member of the Same Household** means a person who maintains residence at the same address as the Covered Person.

**Exclusions** Benefits will not be paid for treatment of any Covered Injury sustained or Covered Loss incurred during any:

1. violent crime or felonious assault committed by the Covered Person; or
2. felonious assault or violent crime committed upon the Covered Person by a Fellow Employee, Family Member, or Member of the Same Household.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2234.00

#### **HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

We will pay the Home Alteration and Vehicle Modification Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss, other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

1. prior to the date of the Covered Accident causing such Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
3. the Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2236.00

#### **INCREASED DEPENDENT CHILD DISMEMBERMENT BENEFIT**

We will pay an additional benefit if a covered Dependent Child sustains a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident for which Accidental Dismemberment benefits are payable under this Policy.

If the covered Dependent Child sustains more than one Covered Loss as a result of the Covered Accident, the Increased Dependent Child Benefit will be calculated based on the Covered Loss for which the largest available Accidental Dismemberment Benefit is payable.

If the covered Dependent Child dies within 365 days of the same Covered Accident, the Loss of Life benefit under the Accidental Death and Dismemberment Benefit will not be reduced by the dismemberment benefit received under the Increased Dependent Child Dismemberment Benefit.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2239.00

#### **REHABILITATION BENEFIT**

We will pay the Rehabilitation Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the Covered Person requires Rehabilitation after sustaining a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Covered Person must require Rehabilitation within two years after the date of the Covered Loss.

**Definition** For purposes of this benefit:  
**Rehabilitation** means medical services, supplies, or treatment, or Hospital confinement (or part of a Hospital confinement) that satisfies all of the following conditions:

1. are essential for physical rehabilitation required due to the Covered Person's Covered Loss;
2. meet generally accepted standards of medical practice;
3. are performed under the care, supervision or order of a Physician;
4. prepare the Covered Person to return to his or any other occupation.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2248.00

### **SEATBELT AND AIRBAG BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.

**Definitions** For purposes of this benefit:  
**Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.

**Automobile** means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2251.00

### **SPECIAL EDUCATION BENEFIT**

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for each qualifying Dependent Child who is insured under the covered Employee's certificate on the date he dies. The Covered Person's death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit is payable under this Policy. This benefit is subject to the conditions and exclusions described below.

A qualifying Dependent Child must:

1. enroll as a full-time student at a school of higher learning before reaching the limiting Age for dependent eligibility stated in this Policy;
2. continue his education as a full-time student; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered Employee died, if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If no Dependent Child qualifies for Special Education Benefits within 365 days of the covered Employee's death, We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2252.00

### **SPOUSE/DOMESTIC PARTNER RETRAINING BENEFIT**

We will pay expenses incurred, as described below, up to the Maximum Benefit shown in the *Schedule of Benefits*, to enable the covered Employee's Spouse/Domestic Partner to obtain occupational or educational training needed for employment if the covered Employee dies directly and independently of all other causes from a Covered Accident. A covered Spouse/Domestic Partner must have been insured under this Policy on the date of the covered Employee's death to be eligible for this benefit. This benefit is subject to the conditions and exclusions described below.

This benefit will be payable if the covered Employee dies within one year of a Covered Accident and is survived by his Spouse/Domestic Partner who:

1. enrolls, within three years after the covered Employee's death in any accredited school for the purpose of retraining or refreshing skills needed for employment; and
2. incurs expenses payable directly to, or approved and certified by, such school.

If no Spouse/Domestic Partner qualifies for Spouse/Domestic Partner Retraining Benefits within 30 months of the covered Employee's death, We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2254.00

**UNDERWRITTEN BY:  
LIFE INSURANCE COMPANY OF NORTH AMERICA  
a CIGNA company**

**Class 1  
12/2008**



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