



## STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland Oregon 97204-1282  
(503) 321-7000

### **CERTIFICATE AND SUMMARY PLAN DESCRIPTION GROUP OCCUPATIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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Policyholder:	Nebraska Bankers Association Voluntary Employees' Beneficiary Association
Policy Number:	760844-E
Effective Date:	January 1, 2023

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A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate and Summary Plan Description or other notice to be given to you.

Possession of this Certificate and Summary Plan Description does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate and Summary Plan Description.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letters capitalized. Section headings, and references to them, appear in boldface type.

A handwritten signature in black ink, appearing to read "David M. Miller".

President and CEO

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## COVERAGE FEATURES

This section contains many of the features of your group occupational accidental death and dismemberment insurance (AD&D Insurance). Other provisions, including exclusions and limitations appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number: 760844-E

Policyholder: Nebraska Bankers Association Voluntary Employees' Beneficiary Association

Employer(s): Nebraska Bankers Association Voluntary Employees' Beneficiary Association, its affiliates and any bank which is participating in the Nebraska Bankers Association Voluntary Employees' Beneficiary Association and has elected to provide benefits under the Group Policy.

Group Policy Effective Date: January 1, 2023

Policy Issued in: Nebraska

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### BECOMING INSURED

To become insured for AD&D Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **When AD&D Insurance Becomes Effective** and **Active Work Provisions**.

Definition of Member: You are a Member if you are an active employee of the Employer.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.
5. An employee located in the state of Washington.

Class Definitions: Class 1: Nebraska Bankers Association administrative employees, chairman, chairman elect, general council and associate general council

Class 2: All Members

Eligibility Waiting Period: You are eligible on the later of:

1. The effective date of your Employer's participation under the Group Policy; and
2. The date you complete the waiting period for eligibility shown in your Employer's Participation Agreement.

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## PREMIUM CONTRIBUTIONS

Members:

Occupational Assault Benefit (Felonious Assault Benefit):	Noncontributory
AD&D Insurance Benefit:	Noncontributory

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## SCHEDULE OF AD&D INSURANCE

Members:

Occupational Assault Benefit (Felonious Assault Benefit):	\$50,000
AD&D Insurance Benefit:	Class 1: \$150,000. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses. Class 2: \$1,000

## SCHEDULE OF ADDITIONAL AD&D INSURANCE

Seat Belt Benefit:	The amount of the Seat Belt Benefit is the lesser of (1) \$10,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.
Air Bag Benefit:	The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.
Repatriation Benefit:	The expenses incurred to transport your body to a mortuary near your primary place of residence, reduced by the amount of the Repatriation Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 or 10% of the AD&D Insurance Benefit, whichever is less.
Career Adjustment Benefit:	The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, reduced by the amount of the Career Adjust Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Child Care Benefit:	The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, reduced by the amount of the Child Care Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Higher Education Benefit:	The tuition expenses incurred per Child within 4 years after the date of your death, at an accredited institution of higher

education, exclusive of board and room, books, fees, supplies and other expenses, reduced by the amount of the Higher Education Benefit paid under any Group Life Insurance Policy issued by us, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Public Transportation Benefit: The lesser of (1) \$200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for Loss of your life.

#### AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefits in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two or more of the Losses listed in b. and c. above	100%
e. Thumb and index finger of the same hand	25%*
f. Quadriplegia	100%**
g. Hemiplegia	50%**
h. Paraplegia	50%**

**No more than 100% of your AD&D Insurance Benefit will be paid for all Losses resulting from one accident.**

**\* No AD&D Insurance Benefits will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.**

**\*\* No AD&D Insurance Benefit will be paid for loss of function of a hand or foot if an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia or Paraplegia involving that same hand or foot.**

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#### REDUCTIONS IN INSURANCE

Your insurance will not be reduced because of your age.

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## ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan: Nebraska Bankers Association Benefit Plans  
(AD&D Insurance)

Name, Address of Plan Sponsor: Nebraska Bankers Association Voluntary Employees'  
Beneficiary Association  
233 South 13th Street, Suite 700  
Lincoln, NE 68501

Plan Sponsor Tax ID Number: 47-6092059

Plan Number: 501

Type of Plan: Group Insurance Plan

Type of Administration: Contract Administration

Name, Address, Phone  
Number of Plan Administrator: Plan Sponsor  
402-904-7025

Name, Address of Registered Agent  
for Service of Legal Process: Nebraska Bankers Association Voluntary Employees'  
Beneficiary Association

If Legal Process Involves Claims  
For Benefits Under the Group  
Policy, Additional Notification of  
Legal Process Must Be Sent To: Standard Insurance Company  
1100 SW 6th Ave  
Portland OR 97204-1093

Sources of Contributions: Employer

Funding Medium: Standard Insurance Company - Fully Insured

Plan Fiscal Year End: December 31

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

If you have an accident, including accidental exposure to adverse weather conditions, arising out of or in the course of your employment with the Employer while insured under the Group Policy and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

### B. Definition Of Loss

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand and Quadriplegia, Hemiplegia or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days after the accident.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continued for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joints, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight, as certified by a Diplomate of the American Board of Ophthalmology.

With respect to speech, Loss means entire and irrecoverable loss of audible speech, as certified by a Diplomate of the American Board of Otolaryngology.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears, as certified by a Diplomate of the American Board of Otolaryngology.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia or Paraplegia, Loss must be certified by a licensed medical professional to be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

### C. Amount Payable

The amount of AD&D Insurance Benefits is shown in the **Coverage Features**. The amount payable for certain Losses will differ.

### D. Changes In AD&D Insurance Benefits

#### 1. Increases

You must apply in writing for any increase in AD&D Insurance Benefits. Subject to the **Active Work Provisions**, an increase in AD&D Insurance Benefits becomes effective as follows:



An increase in AD&D Insurance Benefits becomes effective on the first day of the calendar month coinciding with or next following the date you apply for the increase.

2. Decreases

A decrease in AD&D Insurance Benefits because of a change in your age becomes effective on the first day of the calendar month coinciding with or next following the date of the change in your age.

Any other decrease in AD&D Insurance Benefits becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder receives your written request for the decrease.

E. AD&D Insurance Exclusions

No AD&D Insurance Benefits are payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident or exposure.
6. Heart attack or stroke.
7. Medical or surgical treatment or diagnostic procedure for any of the above.
8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who suffers the Loss is a fare paying passenger on a commercial aircraft.
9. Any Loss caused by an accident which does not arise out of or in the course of your employment with the Employer.

(OCC ONLY\_NO DEPS\_QPLGIA\_HPLGIA\_PPLGIA\_REATTCHMNT) SA.AD.OT.1

## ADDITIONAL BENEFITS

### Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if you meet all of the following requirements:

1. You die as a result of an Automobile accident for which AD&D Insurance Benefits are payable for Loss of life; and
2. You were wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

The Seat Belt Benefit will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination

lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

#### Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You were seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the respective Air Bag System deployed in the crash as evidenced by a police accident report.

The Air Bag Benefit will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

#### Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of life.
2. You are on the date of death, more than 200 miles from the deceased's primary place of residence.
3. Expenses are incurred to transport the body to a mortuary near the deceased's primary place of residence.

The Repatriation Benefit will be paid to the person who incurred the transportation expenses.

#### Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

The Career Adjustment Benefit will be paid to your surviving Spouse. If you have no surviving Spouse, no Career Adjustment Benefit will be paid.

### Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

The Child Care Benefit will be paid to your surviving Spouse. If you have no surviving Spouse, no Child Care Benefit will be paid.

### Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. On the date of your death the Child meets one of the following requirements:
  - a. Is registered and in full-time attendance at an accredited institution of higher education beyond high school.
  - b. The Child is in the last year of high school before graduation and within one year is registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3.a above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

### Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features**.

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of life.
2. The accident occurs while the deceased is riding as a fare-paying passenger on Public Transportation.

Public Transportation Benefits will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

### Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features**.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

(NO DEPS\_PUB TRANS\_OCC ASSLT) SA.BF.OT.1

## WHEN AD&D INSURANCE BECOMES EFFECTIVE

### A. Becoming Insured For AD&D Insurance

The **Coverage Features** states whether your AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your AD&D Insurance becomes effective as follows:

#### 1. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

#### 2. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- a. The date you become eligible if you apply on or before that date.
- b. The date you apply, if you apply after you become eligible.

#### 3. Takeover Provision

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

(NO DEPS) SA.EF.OT.1

## ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance under the Group Policy, your insurance or increase in your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

SA.AW.OT.1

## WHEN AD&D INSURANCE ENDS

AD&D Insurance ends automatically on the earliest of the following:

1. The date the last period ends for which a premium was paid for your AD&D Insurance.

2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date your Employer ceases to participate in the Nebraska Bankers Association Voluntary Employees' Beneficiary Association.
5. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your AD&D Insurance will be continued with payment of premium, during a leave of absence which is required by the federal or a state-mandated family or medical leave act or law, unless it ends under 1 through 3 above.

(NO DEPS) SA.EN.OT.1X

## **REINSTATEMENT OF AD&D INSURANCE**

If your AD&D Insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If your AD&D Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your AD&D Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, AD&D Insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

SA.RE.OT.1

## **CLAIMS**

### A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

### B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the Loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

### C. Proof Of Loss

Proof Of Loss means written proof that a Loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be paid until we receive Proof Of Loss satisfactory to us.

### D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim promptly after we receive it, and within 15 days after receipt of any pertinent communication from the claimant we will acknowledge receipt of such communication. In addition, we will send a status letter every 15 days for the duration of the investigation of the claim. We are required to notify the claimant, if the claim remains undecided 30 days after we send the initial status letter, detailing the reason for the delay. An update will be sent every 30 days until a decision on the claim is rendered.

(NO DEPS) SA.LL.NE.1

## ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

SA.AW.OT.1

## BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

AD&D Insurance Benefits payable because of Loss of your life will be paid to the Beneficiary you name. See B through E of this section.

AD&D Insurance Benefits payable for Losses other than Loss of life will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

Additional Benefits will be paid as follows:

The Career Adjustment Benefit will be paid to your surviving Spouse. No Career Adjustment Benefit will be paid if you have no surviving Spouse.

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no surviving Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing. Writing includes a form signed by you, or a verification from us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent, during your lifetime;
3. Must relate to the AD&D Insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to or, if a telephonic or electronic designation, verified by us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

#### E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

##### 1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

##### 2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
- b. Is owned by the Recipient;

- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(ELECT/TEL DESIG\_THIRD PARTY DESIG) SA.BB.OT.1

### **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
  - a. Eligibility for insurance.
  - b. Entitlement to benefits.
  - c. Amount of benefits payable.
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

SA.AL.OT.1

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The time within which Proof Of Loss is required to be given.

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## **INCONTESTABILITY PROVISIONS**

### **A. Incontestability Of Insurance**

Any statement made to obtain or to increase insurance under the Group Policy is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insurance under the Group Policy, for which such representation was made, has been in effect for two years, unless it was a fraudulent misrepresentation.

### **B. Incontestability Of Group Policy**

Any statement made by the Policyholder to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder a copy of a written instrument signed by the Policyholder which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for:

1. Nonpayment of premiums; or
2. Fraudulent misrepresentations.

**SA.IN.OT.1**

## **CLERICAL ERROR, AGENCY, AND MISSTATEMENT**

### **A. Clerical Error**

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

### **B. Agency**

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

### **C. Misstatement Of Age**

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and

2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

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## TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

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## DEFINITIONS

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**).

Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Commissions averaged over the Earnings Period shown in the **Coverage Features** or over the period of your employment if less than the Earnings Period.
3. Bonuses averaged over the Earnings Period shown in the **Coverage Features** or over the period of your employment if less than the Earnings Period.
4. Shift differential pay.
5. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Overtime pay.
2. Stock options or stock bonuses.
3. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
4. Any other extra compensation.

Child means:

1. Your child from live birth through age 25; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental or physical handicap.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child;
- ii. Your stepchild, if living in your home; or
- iii. A child living in your home for whom you are the court-appointed legal guardian.

Contributory means you pay all or part of the premium for insurance.

Eligibility Waiting Period means the period you must be a Member before you become eligible for AD&D Insurance. See **Coverage Features**.

Group Policy means the group accidental death and dismemberment insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Noncontributory means the Policyholder pays the entire premium for insurance.

Physician means a licensed M.D. or D.O. acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group accidental death and dismemberment insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is eligible for AD&D Insurance as a Member or a person who is a full-time member of the armed forces of any country or a person from whom you are divorced.

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## **POLICYHOLDER PROVISIONS**

### **A. Premiums**

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

### **B. Contributions From Members**

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

### **C. Changes In Premium Rates**

We may change Premium Rates when:

1. A change in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or

2. We and the Policyholder mutually agree to change Premium Rates, or
3. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

#### D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

#### E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

#### F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is 90 days.

#### G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

#### H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member.

If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agency or employees.

K. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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## ERISA INFORMATION AND NOTICE OF RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA)

### A. General Plan Information

The General Plan Information required by ERISA is shown in the **Coverage Features**.

### B. Statement Of Your Rights Under ERISA

#### 1. Right To Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

#### 2. Right To Obtain Copies Of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

#### 3. Right To Receive A Copy Of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

#### 4. Right To Review Of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

### C. Obligations Of Fiduciaries

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

### D. Enforcing ERISA Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay

these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

E. Additional Procedures For Claims Based on Disability Determinations Filed on or after April 1, 2018

If we deny any part of your claim for a benefit that relies on a disability determination, you will receive a written notice of denial containing a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

If all or part of a claim is denied, you may request a review. Before we issue a decision on review for a benefit that relies on a disability decision, we will provide you, free of charge, with any new evidence or rationale considered, relied upon, or generated by us in connection with the claim, and we will provide such new evidence or rationale sufficiently in advance of the decision deadline date to give you a reasonable opportunity to respond prior to that date.

If our review results in a denial of any part of your claim for a benefit that relies on a disability decision, your written notice of denial will contain a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to bring a civil action for benefits under section 502(a) of ERISA and a description of any applicable contractual limitations period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

F. Plan And ERISA Questions

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

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