



**Florida Combined Life**

An Independent Licensee of the Blue Cross and Blue Shield Association

P.O. Box 45132  
Jacksonville, FL 32232-5132  
Phone: (800) 333-3256

## **CERTIFICATE OF INSURANCE**

### **Group Term Life**

**Policyholder:** CITY OF VENICE

**Class:** 003 - RETIREES AFTER 01/01/1991

**State of Residence:** FLORIDA

This is to certify that Florida Combined Life has issued and delivered the Group Term Life Insurance Policy to the Policyholder.

The policy insures the employees and their dependents, if elected, of the policyholder who:

1. are eligible for the insurance;
2. become insured; and
3. continue to be insured;

according to the terms of the policy.

The terms of the policy that affect your insurance are contained in the following pages.

The employee shall be given a copy of the group enrollment application.

The life insurance benefits, if applicable, are payable to the beneficiaries of record designated by the employee.

This Certificate of Insurance is a part of the policy. This certificate replaces any other that Florida Combined Life may have issued to the policyholder to give to you under the Group Insurance Policy specified herein.

The life insurance benefits, if applicable, are payable to the beneficiaries.

**Premiums may change in accordance with the Premium Changes provision of this Certificate of Insurance.**

To present inquiries, obtain information about coverage, or get assistance to resolve a complaint, please call us at 1-(800) 333-3256. To receive claims assistance, please call us at 1-(800) 696-8562.

Signed for Florida Combined Life:

Secretary

President

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**THIS CERTIFICATE PROVIDES INSURANCE FOR THE EMPLOYEES AND  
DEPENDENTS, IF APPLICABLE, OF:**

**CITY OF VENICE  
401 W VENICE AVE  
VENICE, FL 34285**

**POLICY NUMBER: 95029**

**THE EMPLOYEE SHALL BE GIVEN A COPY OF THE GROUP ENROLLMENT  
APPLICATION. THE BENEFITS ARE PAYABLE TO THE BENEFICIARIES OF  
RECORD DESIGNATED BY THE EMPLOYEE.**

## Schedule of Insurance

**Policyholder:** CITY OF VENICE  
**Group Policy Number:** 95029  
**Policy Effective Date:** January 1, 2015\*  
\*This certificate replaces any certificate issued before the date shown.  
**Eligible Class:** Class 003 - RETIREES AFTER 01/01/1991  
**Renewal Date:** January 1, 2018

**Waiting Period:** You will be eligible for coverage on the first of the policy month following completion of the following period of continuous active work:

1. If you are working for the employer on the policy effective date – 0 days
2. If you start working for the employer after the policy effective date – 0 days

**Benefits amounts for eligible employees shall be determined in accordance with the following schedule:**

<b>Benefit</b>	<b>Benefit Amount</b>
Employee Basic Life	\$5,000
Group Life Accelerated Benefits	75% up to \$250,000

If a covered person is eligible for any amount in excess of the guaranteed issue amount shown below, the employee must furnish evidence of insurability, which is subject to our approval.

<b>Benefit</b>	<b>Guaranteed Issue Amount</b>
Employee Basic Life	\$5,000

## Definitions

The terms listed, if used, will have these meanings.

**Accident or Injury** mean accidental bodily injury sustained by the covered person while insured under the policy which is the direct cause of the loss, independent of disease or bodily infirmity or any other cause.

**Active Work or Actively at Work** mean the expenditure of time and energy for the policyholder or an associated company at your usual place of business on a full-time basis. If you are not working on a day your coverage would otherwise take effect, you will be considered to be at active work on that day only if:

1. when that work day begins, it would be reasonable to expect that you would be physically and mentally able to complete a full-time week of work in your regular occupation; and
2. you are not disabled; and
3. your contract of employment, if applicable, remains active; and
4. you are not on an unapproved, administrative or disciplinary leave; and
5. you return to work at the end of a paid break or vacation period.

**Annual Salary** means your annual base rate of pay, excluding any overtime pay, bonuses, commissions, or other extra pay.

**Associated Company** means any company shown in the application which is owned by or affiliated with the policyholder.

**Beneficiary** means the person or entity you choose to receive your amount of insurance at your death.

**Contributory** means you pay part of the premium.

**Covered Person** means an eligible employee or the employee's dependents whose insurance has become and remains effective under all the conditions and provisions of the policy. Covered persons do not include contract, temporary, seasonal, or part-time workers.

**Eligible Class** means a class of persons eligible for insurance under the policy. This class is based on employment or membership in a group.

**Eligible Persons** means a person who:

1. is a citizen of the United States of America (U.S.) or Canada, who either:
  - a. resides in the U.S. or Canada; or
  - b. is stationed outside the U.S. or Canada for a period of less than 6 months; or
2. is a foreign national residing in the U.S. and meets all of the following requirements:
  - a. has a valid permanent residency visa;
  - b. participates in U.S. Social Security; and
  - c. is covered by Workers' Compensation.

**Employee** means an eligible person who is:

1. directly employed in the normal business of the employer; and
2. paid for services by the employer; and
3. actively at work for the policyholder or an associated company; or
4. a retiree, if listed as eligible in the policy.

No director, officer, consultant or other person not actively at work on behalf of the employer will be considered an employee unless he meets the above conditions.

**Employer** means the policyholder.

**Evidence of Insurability** means a signed health and medical history form provided by us, a medical examination, if requested, and any additional information and attending physicians' statements that we may require.

**Family Member** means a person who is a parent, spouse, child, sibling, domestic partner, grandparent, grandchild, step-child, step-parent, step-sister, step-brother, father-in-law, or mother-in-law of the covered person; or spouses, as applicable, of any of these.

**Full-time** means working at least the number of hours indicated in the Schedule of Insurance for Full-time employment.

**Gender** – The use of the male pronoun also includes the female.

**Home Office** means the principal office of Florida Combined Life in Jacksonville, Florida.

**Hospital** means a facility supervised by one or more physicians and operated under state and local laws. It must have 24-hour nursing service by registered graduate nurses. It may specialize in treating alcoholism, drug addiction, chemical dependency, or mental disease, but it cannot be a rest home, convalescent home, or a home for the aged.

**Hospital Confined and Hospital Confinement** means staying in a hospital as a registered inpatient for 24 hours a day.

**Material and Substantial Duty or Material and Substantial Duties** mean the sets of tasks or skills required generally by employers from those engaged in an occupation. We will consider one material and substantial duty of your regular occupation to be the ability to work for an employer on a full-time basis as defined in the policy.

**Noncontributory** means the policyholder pays the premium.

**Occupation** means a group of jobs:

1. in which a common set of tasks is performed; or
2. which are related in terms of similar objectives and methodologies, and which may be related in terms of materials, products, worker actions, or worker characteristics.

**Physician** means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. This includes a person whom we are required to recognize as a physician by the laws or regulations of the governing jurisdiction. However, neither you nor a family member will be considered a physician.

**Plan** means the policy and certificates of insurance provided for covered persons.

**Plan Administrator** means the employer that sponsors the plan for the benefit of its employees and eligible dependents.

**Policy** means the group policy issued by us to the policyholder that describes the benefits for which you may be eligible.

**Policyholder** means the entity to which the policy is issued.

**Regular Care** means you personally visit a physician as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards; and you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a physician whose specialty or experience is appropriate.

**Regular Occupation** means the occupation in which you were working immediately prior to becoming disabled.

**Retiree or Retirement** means you begin receiving retirement benefits from either:

1. a retirement plan sponsored by your employer, the policyholder, or an associated company, or
2. a government plan.

**Sickness** means a disease or illness, including pregnancy.

**United States of America** means the fifty (50) states of the United States and the District of Columbia. It does not include territories of the United States.

**Waiting Period** is the number of continuous days of service during which you must be an active, full-time employee in a class eligible for insurance before you become eligible for coverage.

**We, Us, and Our** mean Florida Combined Life.

**You and Your** mean an employee of the policyholder or an associated company who has met all the eligibility requirements for coverage, and is:

1. directly employed in the normal business of the employer; and
2. paid for services by the employer; and
3. actively at work for the policyholder or an associated company; or
4. a retiree, if listed as eligible in the policy.

No director, officer, consultant or other person not actively at work on behalf of the employer will be considered an employee unless he meets the above conditions.



## Eligibility and Effective Date Provisions

### Eligible Employee

If you are working on a full-time basis for the employer, you are eligible for insurance after completion of the required waiting period, provided you are in a class of employees who are included.

### Employee Eligibility Date

If you are working for your employer in an eligible class, the date you are eligible for coverage is the latest of the following dates:

1. the policy effective date;
2. the day after you complete any waiting period shown in the Schedule of Insurance by continuous service with the employer, the policyholder, or an associated company;
3. the date the policy is changed to include your class; or
4. the date you become a member of a class eligible for insurance.

**Rehires:** If you were insured under this policy and your insurance terminated due to termination of employment or eligibility, and you again become an eligible employee within 12 months, there is no waiting period.

### Effective Date of Employee Insurance

You must use forms approved by us when applying for insurance.

#### For Benefit Amounts Not Requiring Evidence of Insurability:

1. When your Employer pays 100% of the cost of your coverage under the policy, you will be covered at 12:01 a.m. at your employer's address on your eligibility date.
2. When you and your Employer share the cost of your coverage under the policy or when you pay 100% of the cost yourself, you will be covered at 12:01 a.m. at your employer's address on the latest of the following dates:
  - a. on your eligibility date, if you enroll for insurance within 31 days after the date you first become eligible for coverage; or
  - b. on the first day of the policy month following the date we approve your application if you do not apply for insurance within 31 days after your eligibility date.

For Benefit Amounts Requiring Satisfactory Evidence of Insurability, your coverage will be effective on the first day of the policy month following the date we approve your application.

### Delayed Effective Date

If you are not actively at work on the date your insurance or any increase in insurance is scheduled to take effect, it will take effect on the day you return to active work. If your insurance is scheduled to take effect on a non-working day, your active work status will be based on the last working day before the scheduled effective date of your insurance.

## **Changes in Coverage Provisions**

### **When Coverage Amounts Change (Redetermination Date)**

The policy redetermines your amount of insurance on the policy anniversary date. If benefits are based on your salary, the policyholder must report current earnings for all covered persons under the policy on the policy anniversary. Changes to a covered person's earnings are subject to any proof of insurability requirements of the policy. As of the policy's redetermination date, we use a covered person's salary or earnings on record with us to: (a) set rates; (b) set benefit amounts and limits; and (c) calculate premium payable under the policy.

### **Delayed Effective Date of Change**

You must be actively at work on a full-time basis on the redetermination date. If you are not, your coverage amount will not change until the date you return to active work on a full-time basis. Changes in salary or earnings will not apply to a recurring disability.

Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

### **Changes to the Policy**

Any increase or decrease in coverage because of a change in the plan of insurance will become effective on the date of the change. The Delayed Effective Date provision will apply to an increase.

## Termination Provisions

### Termination of Employee Insurance

Your insurance will terminate at 12:00 midnight on the earliest of the following dates:

1. the last day of the period for which a premium payment is made, if the next payment is not made;
2. the date the policy terminates, or the date a specified benefit terminates;
3. the date you cease to be a member of a class eligible for insurance;
4. the date you cease to be actively at work;
5. if your coverage is continued under the Waiver of Premium provision, the date specified under "Termination of the Extended Insurance Benefit."

### Continuation of Insurance

If you are unable to perform active work for a reason shown below, the policyholder may continue your insurance, except for any Accidental Death and Dismemberment coverage, on a premium-paying basis provided you remain in other respects a member of an eligible class. The continuance cannot be more than the maximum continuance shown below. The employer must act so as not to discriminate unfairly among employees in similar situations.

The maximum continuance for insurance is the longest applicable period described below:

1. three months following the date active work stopped due to lay-off or approved leave of absence, or
2. twelve months following the date active work stopped due to your total disability.

**Total Disability for Continuation of Insurance** means that you are under the regular care of a physician, and prevented by injury or sickness from performing all of the material duties of your regular occupation.

## **Claim Provisions**

### **Notice of Loss**

Written notice of claim must be given to us at our Home Office within 30 days after a loss occurs or begins, or as soon after the loss as is reasonably possible to do so, but not later than one (1) year from the time notice is required. The notice should identify the covered person and the nature of the loss.

Within 15 days after the date of your notice, we will send you claim forms. The forms must be completed and sent to our Home Office. If you do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.

### **Proof of Loss**

For any loss for which the policy provides periodic payment contingent upon continuing loss, written proof of loss must be given to us within 90 days after the termination of the period for which we are liable. For any other loss covered by the policy, written proof of loss must be given to us within 90 days after the date of such loss. Failure to furnish proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish proof within such time. Such proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one (1) year from the time proof was otherwise required.

### **Physical Examination and Autopsy**

We have the right to have a physician of our choice examine the covered person as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

### **Payment of Claims**

Benefits for any loss covered by the policy will be payable immediately upon receipt of due written proof of loss. If a claim or a portion of a claim requires additional investigation or is denied, we will advise the claimant in writing no later than 45 calendar days following receipt of due written proof of such loss. Such notification will state the reasons we are not paying the claim, either in whole or in part. This notice will include a written itemization of any documents or other information needed to process the unpaid portion of the claim. Life claims are incontestable beginning two years after the effective date of the life coverage, except for non-payment of premium.

If we dispute a portion of the claim, any undisputed portion will be paid within 60 days of receipt of due written proof of loss. When all of the required documents or other information has been received, we shall have 120 days from the date we first receive your claim, within which to process the claim, and either mail payment for the claim or a letter denying it. (See "Review Procedure" provision.) Payment will be considered made on the date we deposit the notice of the claims processing decision in the United States mail in a properly addressed, postpaid envelope, or on the date of delivery, if not so posted.

If included, Dependent Life and Dismemberment benefits will be paid to you. Employee Life insurance benefits will be paid to the person(s) named by you to receive them.

If you failed to name a beneficiary or if no named beneficiary is living at your death, refer to the "Beneficiary" provision below.

At our option, up to the maximum allowable by the state laws of the covered person's state of residence may be paid to any person who incurred funeral or other expenses related to the last illness or death of the covered person.

### **Beneficiary**

Your beneficiary will be the person(s) you name in writing to receive any amount of insurance payable due to your death. The beneficiary's name is on record in our Home Office, or in the policyholder's office if the group is self-administered.

You may name or change a beneficiary by giving us written notice at our Home Office (or by giving the policyholder written notice if the group is self-administered) on a form acceptable to us. When we receive the notice, it will be effective on the date made, subject to any payment we may have made before we receive it.

If there is no named beneficiary living at your death, we may pay, at our discretion, any amount due to one of the following classes of survivors: (1) your spouse; (2) your surviving children in equal shares; (3) your mother and/or father; (4) your brother and/or sister; or (5) your estate.

### **Assignment**

You may transfer your rights to name or change the beneficiary to someone else by assignment. An assignment will affect us only if it is in writing on a form acceptable to us, and is received at our Home Office. When we record it, the assignment will take effect as of the date you made it. The assignment will be subject to any action we may have taken before we record it. We take no responsibility for the validity of any assignment.

Claims of Creditors: To the extent allowed by law, proceeds will not be subject to any claims of a beneficiary's creditors.

### **Authority**

The policyholder delegates to us and agrees that we have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the policy.

We decide: (a) if a covered person is eligible for this insurance; (b) if a covered person meets the requirements for benefits to be paid; and (c) what benefits are to be paid by the policy. We also interpret how the policy is to be administered. What we pay and the terms for payment are explained in this certificate.

### **Limit on Legal Action**

No action at law or in equity may be brought against the policy until at least 60 days after you file written proof of loss. No action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

### **Review Procedure**

You must request, in writing, a review of a denial of your claim within 180 days after you receive notice of denial.

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits.

We will review your claim after receiving your request and send you a notice of our decision within 45 days after we receive your request, or within 90 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the policy. We will also advise you of your further appeal rights, if any.

## **Subrogation and Right of Reimbursement**

The plan assumes and is subrogated to your legal rights to recover any payments the plan makes for benefits, when a covered sickness or injury resulted from the action or fault of a third party. The plan's subrogation rights include the right to recover the amount of benefits paid to you.

The plan has the right to recover any and all amounts equal to the plan's payments from:

1. the insurance of the injured party;
2. the person, company (or combination thereof) that caused the sickness or injury, or any insurance company; or
3. any other source, including disability benefit coverage.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The plan's recovery will not be reduced by your negligence, nor by attorney fees and costs you incur.

### Priority Right of Reimbursement

Separate and apart from the plan's right of subrogation, the plan shall have first lien and right to reimbursement. This priority right of reimbursement supersedes your right to be made whole from any recovery, whether full or partial. You agree to reimburse the plan 100% first for any and all benefits provided through the plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

1. any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from your own insurance and/or from the third party (or their insurance);
2. any auto or recreational vehicle insurance coverage or benefits including, but not limited to disability benefit coverage; and
3. business and homeowner disability insurance coverage or payments.

The plan may notify those parties of its lien and right to reimbursement without notice to or consent from any covered person.

This priority right of reimbursement will not be reduced by attorney fees and costs you incur.

The plan may enforce its rights of subrogation and recovery against, without limitation, any tortfeasors, other responsible third parties or against available disability insurance coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

### Notice and Cooperation

You are required to notify us promptly if you are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable us to protect the plan's rights under this section. You are also required to cooperate with us and to execute any documents that we, acting on behalf of the policyholder, deem necessary to protect the plan's rights under this section.

You shall not do anything to hinder, delay, impede or jeopardize the plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the plan to withhold any and all benefits due you under the plan. This is in addition to any and all other rights that the plan has pursuant to the provisions of the plan's subrogation rights and/or priority right of reimbursement.

If the plan has to file suit, or otherwise litigate to enforce its subrogation rights and/or priority right of reimbursement, you are responsible for paying any and all costs, including attorneys' fees, the plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

### Legal Action and Costs

If a covered person settles any claim or action against any third party, that covered person shall be deemed to have been made whole by the settlement and the plan shall be entitled to collect the present value of its rights as the first priority claim from the settlement fund immediately. The covered person shall hold any such proceeds of settlement or judgment in trust for the benefit of the plan. The plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by the covered person in such circumstances.

Additionally, the plan has the right to sue on the covered person's behalf, against any person or entity considered responsible for any condition resulting in benefits paid or to be paid by the plan.

### Settlement or Other Compromise

The covered person must notify the plan prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the plan's rights so that the plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against the covered person.

The right of subrogation and the right of reimbursement are based on the plan language in effect at the time of judgment, payment, or settlement.

The plan, or its representative, may enforce the subrogation and priority right of reimbursement.

### **Alternate Dispute Resolution Procedures**

This dispute resolution procedure ("procedure") is intended to provide a fair, quick and inexpensive method of resolving any and all disputes with us. Such disputes include any matters that cause you to be dissatisfied with any aspect of your relationship with us, including any claim, controversy, or potential cause of action you may have against us. Please contact the Dispute Resolution office at 1-800-333-3256 if you have any questions about this section of the certificate or to begin the dispute resolution process.

The following terms are applicable to all disputes:

1. This procedure is the exclusive method of resolving any disputes.
2. The procedure can only resolve disputes that are subject to our control.
3. This procedure will be governed by the Employee Retirement Income Security Act of 1974 ("ERISA"); Rules and Regulations for Administration and Enforcement; Claims Procedure (the "Claims Regulation"). That includes the definition of an adverse benefit determination, which is defined as any denial, reduction, termination or failure to provide or make payment for what you believe should be a covered benefit.
4. You may request a form from our Dispute Resolution office to authorize another person to act on your behalf concerning a dispute.
5. We may elect to skip one or more of the steps of this procedure if it is determined that step will not help to resolve the dispute.
6. Any dispute will be resolved in accordance with the terms of this certificate, applicable state or Federal laws and regulations.
7. You must begin the dispute process within 180 days from the date you receive notice of an adverse benefit determination. If you do not initiate the dispute process within that 180 day period, you give up the right to take any action based on that Dispute.

## **Description of the Procedure**

### Inquiry

You should contact our Dispute Resolution office to discuss and attempt to resolve any issues regarding a dispute. We hope that this informal process will resolve your questions or concerns.

### Appeals

If you are not satisfied with the response to your inquiry, you may submit a written request (an "appeal") to the Office of the Appeals Coordinator, Florida Combined Life, P.O. Box 1650, Little Rock, AR 72203-1650, asking that we reconsider an adverse benefit determination. Please contact the Dispute Resolution office if you have any questions about how to submit an appeal to us. You are not required to use a specific form, but you may request that the Dispute Resolution office send you a blank appeal form to ensure that you provide the information that will be needed to review your appeal.

We will assign a coordinator to review your appeal. The appeal coordinator is an individual with appropriate expertise who is neither the individual who made the adverse benefit determination, nor a subordinate of that individual.

The appeal coordinator may request that you submit additional information concerning your grievance. The appeal coordinator will also consider information submitted by others, including information requested from other Florida Combined Life representatives. The appeal coordinator will have full discretionary authority to make eligibility, benefit or claim determinations and construe the terms of the policy. Such determinations shall be subject to the review standards applicable to ERISA plans, even if the policy is not governed by ERISA.

We will make a decision within 60 days after receiving your appeal concerning a claim determination.

The appeal coordinator will send you a written decision concerning your appeal. The appeal coordinator's decision will include: a statement of the coordinator's understanding of your appeal; a statement explaining the basis of the decision; and a list of the documents or information upon which that decision was based. We will send you a copy of the listed documents, without charge, if you make a written request for such documents.

## **Post Appeal Procedure**

If you are still not satisfied after completing the appeal procedure, you have the right to bring a civil action against us to obtain the remedies available pursuant to Sec. 502(a) of ERISA (an "ERISA Action") after completing the mandatory appeal process. Those ERISA remedies will apply to this policy even if your plan is not otherwise governed by ERISA. If both parties agree to voluntary, non-binding arbitration of a dispute, we agree to suspend (or toll) any time periods affecting your right to bring an ERISA Action against us related to that dispute, until the arbitration has been completed.

You may request that the dispute be submitted for resolution by arbitration. That arbitration request must be submitted, in writing, to Florida Combined Life's General Counsel within sixty (60) days after you receive the appeal coordinator's decision.

The dispute will be submitted to arbitration in accordance with the rules of the American Arbitration Association, unless we both agree to use an alternative dispute resolution administrator or procedure. The arbitration will be conducted before a single arbitrator.

We will pay the filing fee charged by the administrator and the arbitrator. You will be solely responsible for any other costs that you incur to participate in the arbitration process, including your attorney's fees. The filing fee and arbitrator's fees may be reallocated as part of an arbitration award, in whole or in part, at the discretion of the arbitrator.



The arbitration will be conducted in the jurisdiction of your residence and at a location where it is reasonably convenient for you to participate. If we cannot agree concerning a convenient location, the administrator or arbitrator, if appointed, shall have the discretion to decide where the arbitration will be conducted.

The arbitrator: (a) shall consider the dispute individually and shall not certify or consider multiple disputes as part of a class action; (b) shall be required to issue a reasoned written decision explaining the basis of his or her decision and the manner of calculating any award; (c) shall limit his or her decision to deciding if our adverse benefit decision was arbitrary or capricious based on ERISA standards; (d) may not award punitive, extra-contractual, treble or exemplary damages unless permitted to do so by applicable statutes or regulations; (e) may not vary or disregard the terms of the policy; and (f) shall be bound by controlling law; when issuing a decision concerning the dispute.

The arbitrator shall limit discovery to the extent possible consistent with the objective of completing the arbitration in a fair, prompt, and cost effective manner. Emergency relief such as injunctive relief may be awarded by the arbitrator.

**Contact Information**

General Counsel  
Florida Combined Life  
P.O. Box 1650  
Little Rock, AR 72203-1650  
Telephone: 1-800-333-3256

Office of the Dispute Resolution Coordinator  
Florida Combined Life  
P.O. Box 1650  
Little Rock, AR 72203-1650  
Telephone: 1-800-333-3256

Office of the Appeal Coordinator  
Florida Combined Life  
P.O. Box 1650  
Little Rock, AR 72203-1650  
Telephone: 1-800-333-3256

## **General Provisions**

### **Entire Contract**

This certificate is furnished in accordance with and subject to the terms of the policy. The entire contract consists of the policy, which includes the application, any amendments and addenda; this certificate; your enrollment form, if required; and any riders or endorsements. No change in the policy will be effective until approved by one of our officers. This approval can only be in writing and must be noted on or attached to the policy. No agent has authority to change the policy or certificate or to waive any of their provisions.

Any statement made by you or the policyholder is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you.

### **Errors**

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

### **Misstatements**

If any information about you or the policyholder's plan is misstated or altered after the application is submitted, including information with respect to participation or who pays the premium and under what circumstances, the facts will determine whether insurance is in effect and in what amount. We will retroactively adjust the premium.

### **Incontestability**

Unless the premiums have not been paid, the validity of the policy cannot be contested after it has been in force for two years.

Any statement made by the policyholder or a covered person will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the covered person or the beneficiary.

No statement made by a covered person about insurability will be used to deny a claim for a loss incurred or disability starting after coverage has been in effect for two years.

No claim for loss starting two or more years after the covered person's effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

### **Agency**

Neither the policyholder, any employer, any associated company, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

### **Unpaid Premium**

We may deduct any unpaid premium then due from the payment of a claim under this certificate.

## **Refund of Premium**

On the death of the covered person, proceeds payable hereunder shall include the amount of unearned premium paid beyond the end of the policy month in which death occurred. Payment shall be made in one lump sum no later than 30 days after proof of the covered person's death has been furnished to us.

## **Conformity with State Statutes**

If the provisions of this certificate do not conform with the laws of the state in which you reside on the certificate effective date, they are hereby amended to conform with the minimum requirements of the statutes of that state.

## **Policy Management**

Efficient management of the policy requires the joint efforts of the policyholder, Florida Combined Life, and each covered person. Each party has certain duties to bring about the effective administration of the policy.

***Duties of the Policyholder:*** The policyholder's primary duties under the policy are listed below.

1. Give us prompt, written notice of any change in business of the policyholder and employer. This includes, but is not limited to: (a) the type of business; (b) addition or deletion of an associated company; or (c) financial status due to bankruptcy; merger; acquisition; or dissolution.
2. Give us pertinent records for all covered persons. This includes, but is not limited to: (a) hire dates; (b) eligibility dates; (c) salaries; (d) occupations; and (e) birth dates. Give us updates of such records as needed.
3. Give us prompt notice of a covered person's disability. This notice should be given as soon as possible after the date of injury or start of sickness. The most effective time for such notice is when the covered person has not been able to perform active work for 30 days.
4. Give us occupational data for all disabled covered persons. This includes, but is not limited to: (a) job descriptions and analyses; and (b) environmental factors.

***Duties of Covered Persons and Beneficiaries:*** Your and your beneficiary's primary duties under the policy are listed below:

1. Give notice and proof of loss as soon as possible after the date of your injury or sickness, or the date of your death, or the death of a covered dependent, if applicable.
2. Give a complete account of the details of your injury or sickness or the death on a form approved by us.
3. Provide any other official documents to review the loss such as a certified death certificate, investigating officer's report, or medical records.
4. Allow release of medical and income data needed to adjudicate your claim.
5. Provide evidence of the regular care of a physician, if necessary.
6. Promptly report to us any changes in your status such as your address or telephone number, or if you return to work or are no longer disabled.
7. If benefits are overpaid, reimburse such overpayment within 60 days of the date benefits were overpaid.
8. Provide proof of your earnings for the period prior to a loss.

**Fraud**

Warning: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

## **Employee Term Life Insurance**

### **Death Benefit**

We will pay your beneficiary the amount of insurance in force on the date of death, as shown in the Schedule of Insurance, when we receive all required proof of loss, including written proof of your death acceptable to us and a completed claim form.

## **Conversion Privilege for Life Insurance**

### **Conversion upon Termination of Employment or Eligibility**

#### **For Employees**

You may convert all or part of your life insurance to an individual policy of life insurance, other than Term,

1. if all or part of it stops for any reason; unless
2. it stops because you did not pay any required premiums.

The amount you may apply for may not be more than:

1. the life amount then in force; or
2. that part of the life amount which has stopped, whichever is less.

Accidental death and dismemberment, disability or any other supplemental coverage for which you are eligible under this policy may not be converted.

### **Conversion upon Termination or Amendment of Group Policy**

Any covered person may convert a limited amount of life insurance if he has been continuously insured under the policy for at least five (5) years and his insurance ends due to termination or amendment of the policy.

The amount you may convert in this case is the smaller of the following:

1. the amount of life insurance which terminates, less the amount you became eligible for under any group policy within 31 days after this insurance terminated; or
2. \$10,000.

### **Conversion Coverage**

Any covered person may convert his life insurance to any policy we are issuing for the purpose of conversions other than Term. The conversion policy will not have disability or other supplementary benefits. No evidence of insurability will be required. The premium will be based on the amount and the form of the conversion policy, and on the covered person's class of risk and age on the date the conversion takes effect.

A conversion policy is in lieu of all other benefits under this policy. If you qualify for the Extended Insurance Benefit, any conversion policy issued will be canceled. Premiums paid for the converted policy will be returned.

The conversion policy will take effect on the 32nd day after the insurance terminates.

### **Notice and Application Required**

Written application and the first premium payment for the conversion policy must be received in our Home Office within 31 days after the covered person's insurance terminates. If you are not given notice of the right to convert by the 16th day of the 31 day conversion period, you will have an additional period in which to apply for conversion. The additional period will end 15 days after you are given notice, but not more than 61 days after the date the insurance under the policy ended.

Nothing in the policy will continue coverage for more than 31 days following the date coverage ends under the policy. Written notice, contained in this certificate of insurance and given to you at any time, or mailed by the policyholder to your last known address will be considered sufficient written notice to you. It is the responsibility of the policyholder to give such notice to you.

**Conversion Period Death Benefit**

If the covered person dies within the 31 days allowed for making application to convert, we will pay the amount he was entitled to convert. We will do this whether or not application was made.

## **Life Insurance – Waiver of Premium**

This section applies to the Basic Life Insurance Benefit only.

### **Extended Insurance Benefit (Waiver of Premium)**

We will continue the term life insurance in force on you and your covered dependents without premium payment if you become totally disabled provided:

1. you are insured under this plan and are actively at work on or after the effective date of the plan; and
2. your total disability begins before age 60; and
3. total disability has continued without interruption for at least six (6) months during which time premiums have been paid; and
4. you provide us with proof of total disability as required; and
5. you are still totally disabled when you submit the proof of disability.

### **Amount of Life Insurance**

The amount of life insurance continued will be the amount in force on the date you became totally disabled. This amount will be reduced or terminated based on the Schedule of Insurance in effect on the date of total disability. This amount will not be increased while you remain totally disabled.

### **Definition of Total Disability**

For the purposes of waiver of premium, “total disability” or “totally disabled” means that you are under the regular care of a physician, and prevented by injury or physical or mental sickness from performing the material and substantial duties of any gainful occupation.

**Gainful Occupation** means any employment that exists in the national economy that you may be expected to follow based on your education, training, experience, age, and physical and mental capacity, and from which you are expected to earn at least 80% of your pre-disability earnings within 12 months of your return to active work.

### **Proof of Total Disability**

Upon receipt of Notice of Loss, we will provide forms which you must use when giving us proof of total disability. (See “Notice of Loss” under the Claim Provisions.) You must give us proof no later than 12 months after the date you became totally disabled. We may at any time require proof that total disability continues. You must give us proof of continuing disability within 60 days after our request. After you have been totally disabled for more than two years from the date of total disability, we will not request proof more than once a year. We may require that you be examined at our expense by a physician of our choice.

### **Death While Totally Disabled**

If you die while your life insurance is being continued under this provision, we will pay the amount of insurance if we receive proof:

1. of your death; and
2. that total disability was continuous from the date it began to the date of death.

### **Termination of the Extended Insurance Benefit**

You will no longer be eligible for the Extended Insurance Benefit and your life insurance will terminate on the earliest of the following dates:



1. the date you cease to be totally disabled. But, if you are still eligible for life insurance when you return to active work, your life insurance may be continued in force if premium payments are resumed. If this is done, any increased amount of life insurance you may then be eligible for will take effect as described in the Effective Date of Insurance provision; or
2. the last day of the 60 day period following our request for proof of total disability, if you do not give us proof or you refuse to take a medical exam; or
3. the date you attain age 65.

If your life insurance terminates while you are covered under this provision, you will be eligible to convert that coverage as of the termination date. You may convert no more than the amount of term life insurance that was in force on you on that date. (See "Conversion Privilege for Life Insurance" provision.)

### **Continuity of Coverage for Waiver of Premium upon Transfer of Insurance Carriers**

In order to prevent loss of coverage because of a transfer of insurance carriers, this policy will provide waiver of premium benefits for certain employees and covered dependents, if applicable, who meet the following qualifications if a transfer of carriers would result in loss of group life insurance coverage.

We will continue your group life insurance in force without premium payment if you become totally disabled provided:

1. you were insured under the prior carrier at the time of transfer; and
2. your total disability began before age 60; and
3. your total disability has continued without interruption for at least six (6) months during which time premiums were paid to the prior carrier and us; and
4. you provide us with proof of total disability as required; and
5. you are still totally disabled when you submit proof of disability.

### **Amount of Life Insurance Provided Through Continuity of Coverage for Waiver of Premium**

The amount of insurance continued will be the lesser of the amount in force under the prior carrier at time of transfer or the amount of group life insurance you would have been eligible for under this policy.

All other provisions under the Life Insurance – Waiver of Premium section of this policy will apply if you are eligible for continuity of coverage under this provision.

## **Group Life Accelerated Benefit**

This section applies to the Basic Life Insurance Benefit only.

### **Notice of Possible Tax Consequences**

Please be advised that receipt of the accelerated benefits may be taxable. Any person who receives accelerated benefits should consult his personal tax advisor.

The receipt of accelerated benefit payments may adversely affect the covered person's eligibility for Medicaid or other government benefits or entitlements.

### **Definitions**

"Terminal Illness" means a medical condition:

1. which is expected to result in the covered person's death within 12 months; and
2. from which the covered person is not expected to recover.

### **Eligibility**

All covered employees under age 70 who are insured for a minimum of \$10,000 of life insurance under the policy are eligible.

A covered employee is eligible for the accelerated benefit only if he becomes and remains insured for life insurance under the policy.

### **Accelerated Benefit**

The accelerated benefit is an advance payment to the covered person who:

1. is terminally ill; and
2. elects to receive part of his life insurance benefit payable under the group policy, subject to the maximum benefit amounts stated on the Schedule of Insurance.

We will pay an accelerated benefit to you when we receive the following:

1. a written request for payment of the accelerated benefit; and
2. proof that the covered person is terminally ill and his illness is expected to result in his death within 12 months.

The accelerated benefit will be paid only once for each eligible covered person, and in one lump sum to you before death occurs.

### **Cost of Providing the Accelerated Benefit**

There is no cost associated with providing the accelerated benefit.

### **Amount of Accelerated Benefit**

The maximum accelerated benefit will be the lesser of:

1. 75% of the covered person's life insurance amount; or
2. \$250,000.

If the covered person's life insurance amount is scheduled for a reduction within 12 months after the date you request the payment of the accelerated benefit, the maximum accelerated benefit will be based on the reduced amount.

### **Irrevocable Beneficiary**

For the purpose of the Accelerated Benefit provision, an irrevocable beneficiary is a named beneficiary whose rights to the employee's life insurance proceeds are vested and whose rights cannot be cancelled by the employee unless the irrevocable beneficiary consents.

### **Conditions and Requirements for Payment of the Accelerated Benefit**

You must request payment of an accelerated benefit in writing.

Proof that the covered person is terminally ill must be provided to us. The proof must be certified by a licensed physician and in a form that is satisfactory to us. We are not obligated to ask for any proof. Any delay in submitting proof will not cause a request to be denied if the proof is given to us as soon as reasonably possible.

After receipt of such proof, we may require the covered person to be examined by a licensed physician of our choice, at our expense. If there is a disagreement between the two physicians, we may require the covered person to be examined by another licensed physician of our choice, at our expense. The decision of the third physician will be final.

### **Effect of Payment of an Accelerated Benefit on Policy Provisions**

The covered person's amount of life insurance under the policy will be reduced by the amount of any accelerated benefit that has been previously paid.

The following will be based on the reduced life insurance amount:

1. the amount of life insurance payable to the beneficiary when the covered person dies;
2. the amount of life insurance the covered person can convert under the policy; and
3. the premiums payable for the covered person's life insurance under the policy after an accelerated benefit is paid to you, if such premiums are not waived.

### **Exclusions**

We will not pay an accelerated benefit if:

1. the covered person has made an absolute assignment of his life insurance under the policy and we do not receive written consent by the absolute assignee;
2. all or part of the covered person's life insurance under the group policy is to be paid to his children or former spouse as part of a court approved divorce agreement;
3. the covered person has made an irrevocable beneficiary designation of his life insurance under the policy and we do not receive written consent by the irrevocable beneficiary; or
4. the terminal illness is a result of intentional self-inflicted injury or attempted suicide, committed while sane or insane.

### **Date Insurance Ends under this Benefit**

A covered person's insurance under this benefit will end at the earliest of:

1. the date the accelerated benefit is paid to you on the covered person's behalf;
2. the date the covered person's life insurance ends under the policy; or
3. the policy anniversary on which the covered person is age 70.





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## **Disclosure for Group Life Accelerated Benefit**

This disclosure provides a very brief description of the important features of your Group Life Accelerated Benefit. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and Florida Combined Life. It is, therefore, important that you **READ YOUR POLICY CAREFULLY**.

### **Accelerated Benefit Plan**

The accelerated benefit is an advance payment of your amount of life insurance payable under the group policy, subject to the maximum benefit amounts stated on the Schedule of Insurance. You may request payment of an accelerated benefit in the event that you are diagnosed with a terminal illness which is expected to result in your death within 12 months, and from which you are not expected to recover.

The receipt of accelerated benefit payments may adversely affect your eligibility for Medicaid or other government benefits or entitlements.

### On Your Tax Status

The payment of an accelerated benefit may result in a taxable event to you. You should consult a tax advisor before requesting such benefit payment.

### Cost of Providing the Accelerated Benefit

There is no cost associated with providing the accelerated benefit.

### Amount of Accelerated Benefit

The accelerated benefit will be paid only once and in one lump sum to you. The maximum accelerated benefit will be the lesser of:

1. 75% of your life insurance amount; or
2. \$250,000.

If your life insurance amount is scheduled for a reduction within 12 months after the date you request the payment of the accelerated benefit, the maximum accelerated benefit will be based on the reduced amount.

### **Effect of Payment of an Accelerated Benefit Payment on Policy Provisions**

Your amount of life insurance under the group policy will be reduced by the amount of an accelerated benefit that has been previously paid. The following will be based on such reduced life insurance amount:

1. the amount of life insurance payable to the beneficiary when you die;
2. the amount of life insurance you can convert under the group policy; and
3. the premiums payable for your life insurance under the group policy after an accelerated benefit is paid to you, if such premiums are not waived.

The payment of an accelerated benefit will not affect the amount of your Accidental Death and Dismemberment Benefits under the group policy, if any.

### Illustration of Death Benefit and Premium Reduction

Assumptions:

- you are insured for \$30,000 of group term life insurance
- life rate of \$.50 per \$1,000 (\$15.00 monthly premium)

Reduction:

\$30,000	• your life insurance amount
<u>-22,500</u>	• the accelerated benefit paid to you
\$ 7,500	• your reduced life insurance amount
<u>x .50</u>	• rate per \$1,000
\$ 3.75	• your reduced monthly premium

### **Exclusions**

We will not pay an accelerated benefit if:

1. you have made an absolute assignment of your life insurance under the group policy and we do not receive written consent by the absolute assignee;
2. all or part of your life insurance under the group policy is to be paid to your child(ren) or former spouse as part of a court approved divorce agreement;
3. you have made an irrevocable beneficiary designation of your life insurance under the group policy and we do not receive written consent by the irrevocable beneficiary; or
4. the terminal illness is a result of intentional self-inflicted injury or attempted suicide, committed while sane or insane.

### **Date Insurance Ends under this Benefit**

Your insurance under this benefit will end at the earliest of:

1. the date the accelerated benefit is paid to you or on your behalf;
2. the date your life insurance ends under the group policy; or
3. the policy anniversary on which you are age 70.