



US ARMY NAF EMPLOYEE

Group Life Insurance Plan

Group Benefit Plan
CERTIFICATE

UNICARE Life & Health Insurance Company certifies that it has issued a Group Policy Number GI 22839 insuring certain employees of

ARMY-MEDICAL/LIFE FUND
(herein called the Plan Sponsor)

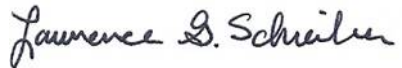
This booklet describes the benefits provided as of January 1, 2016. Certain terms of the Group Policy which affect your insurance are contained in the following pages.

The Group Policy was issued in the state of Texas. Its laws and rules will govern in resolving any questions about the Group Policy.

While you remain insured, this booklet is your Certificate of Insurance. It replaces any prior booklet given to you for the types of insurance described here.

233 S. Wacker Drive, Suite 3700
Chicago, IL 60606

UNICARE Life & Health
Insurance Company



President and CEO

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente que aparece al dorso de su tarjeta de identificación o en el folleto de inscripción.

IMPORTANT NOTICE

This booklet contains a Personal Accelerated Death Benefit provision within the Personal Life Insurance section. Benefits are payable as shown on the Schedule. Please refer to the Personal Accelerated Death Benefit provision of this booklet for a complete benefit description.

This Personal Accelerated Death Benefit is NOT a long-term care policy or a nursing home insurance policy. You may use your Personal Accelerated Death Benefit for any purpose.

PERSONAL LIFE INSURANCE WILL BE REDUCED IF YOU ARE PAID A PERSONAL ACCELERATED DEATH BENEFIT.

RECEIPT OF PERSONAL ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID.

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LIFE/AD&D

Fraud: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

IMPORTANT NOTICE

To obtain information or to make a complaint: You may call UNICARE's toll-free telephone number provided on your ID card for information or to make a complaint regarding claims matters.

You may also contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

Or you may write the Texas Department of Insurance at the following address:

P.O. Box 149104 Austin, Texas 78714-9104

FAX: (512) 475-1771

Internet Address: Web:

<http://www.tdi.state.tx.us>

E-Mail:

ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS

DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact UNICARE first. If the dispute is not resolved, you may contact the Texas Department of insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de UNICARE que se le provee en su tarjeta de identification para informacion o para someter una queja sobre situaciones de reclamacion.

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104 Austin, Texas 78714-9104

FAX: (512) 475-1771

Internet Address: Web:

<http://www.tdi.state.tx.us>

E-Mail:

ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo debe comunicarse con el UNICARE primero. Si no se resuelve la disputa puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU

POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte de condicion del documento adjunto.

SCHEDULE OF BENEFITS

Your amounts of personal and dependent insurance are determined by this schedule.

Changes in amounts of personal insurance under this schedule are effective on the date they apply to you. However, changes due to your age or retirement will be the only changes to become effective while you are disabled. Here, the term “disabled” means that an injury or illness prevents you from doing substantially all of your usual duties for the Plan Sponsor.

Changes in amounts of Dependent Life Insurance under this schedule are effective on the date they apply to the dependent.

Effective Date: January 1, 2016

Eligible Classes:

Class I – Active Employees

Class II – Retired Employees

Employees Who May Be Insured

Classes of employees who may be insured under this policy are:

1. Regular full-time and part-time civilian employees, provided that the employee is a U.S. Citizen and includes the spouse or child of a U.S. Citizen; or a resident alien domiciled in one of the 50 states of the United States or the District of Columbia.
2. Employees who retire on an immediate annuity who meet the eligibility requirement under Life Insurance for Retirees Class II in the plan booklet.

Participating Activities

An “Activity” shall mean any U.S. Army or Department of Defense fund instrumentality as defined by Army Regulations.

As of the policy effective date, the Activities included as Participating Activities are the Plan Sponsor and each of the Contributing Activities to the Army Medical/Life Fund.

It shall not be required that a list be maintained in the policy of the names of the Activities who are Contributing Activities on the effective date of the policy or who thereafter become or cease to be Contributing Activities.

Schedule of Benefits (Continued)

Contributing Activity. This term means each non-appropriated fund entity that contributes to the Fund and whose name is included on the records of the Plan Sponsor as being a Contributing Activity for coverage hereunder.

Records of Activities. This term means that the Plan Sponsor will maintain a record of the non-appropriated fund entities to be included as Contributing Activities for coverage hereunder. The list is to specify for each entity the date the entity became a Contributing Activity and, in the case of an entity who ceases to be a Contributing Activity, the date that the entity is to be no longer included as a Contributing Activity. The record shall be open for inspection by the Insurer at any reasonable time.

Date Eligible

You are eligible for insurance coverage the date you become a qualified employee as defined under **Eligibility for Insurance.**

Insurance After Retirement

Reduction in your amount of life insurance will be effective at midnight on the date of separation. But, if your Life Insurance becomes payable by reason of your death within the period of 31 days which begins with your retirement date, the maximum amount of insurance that will be payable under this policy will be the amount that was in force on your life on the date immediately prior to your separation date.

Schedule of Benefits (Continued)

COVERAGES PROVIDED

The coverages effective under the policy are only those for which amounts of insurance are shown below.

Basis for Insurance

In accordance with the determination made by the Plan Sponsor, insurance will be provided on a Contributory basis for you and on a Non-Contributory basis for your dependents for the first level of Dependent Life Insurance.

PERSONAL LIFE INSURANCE

Basic Amount

Class I

You may elect an amount equal to either:

- Plan I 100% of your basic annual pay (earnings), rounded to the next higher \$1,000, subject to a minimum of \$6,000 and a maximum of \$500,000; or
- Plan II 200% of your basic annual pay (earnings), rounded to the next higher \$1,000, subject to a minimum of \$10,000 and a maximum of \$500,000.

Optional Amount

Class I

If you elect Basic Life Insurance, you may also elect to take Optional Life insurance in multiples of \$10,000, up to two times your amount of Basic Life Insurance or \$500,000, whichever is less.

- Your Optional Life Insurance is 100% contributory.
- Evidence of Insurability is required for Optional Life benefit amounts in excess of \$100,000.

Schedule of Benefits (Continued)

PERSONAL ACCIDENTAL DEATH AND DISMEMBERMENT

Basic Amount

| Class I | You may elect an amount equal to either: |
|----------------|--|
| Plan I | 100% of your basic annual pay (earnings), rounded to the next higher \$1,000, subject to a minimum of \$6,000 and a maximum of \$500,000; or |
| Plan II | 200% of your basic annual pay (earnings), rounded to the next higher \$1,000, subject to a minimum of \$10,000 and a maximum of \$500,000. |

If you elect Plan I for Basic Life Insurance, you will receive Plan I for Accidental Death and Dismemberment Insurance. If you elect Plan II for Basic Life Insurance, you will receive Plan II for Accidental Death and Dismemberment Insurance.

Any change in the amount of your Life Insurance and Accidental Death and Dismemberment Insurance resulting from a change in your earnings will become effective on the first day of the first full pay period on or after your salary changes; provided that an increase in your amount of insurance will become effective only if you are then actively at work with your Participating Activity as a regularly scheduled employee in a pay status; otherwise, the change will become effective on the date you return to active work with your Participating Activity.

Any change in the amount of your Life Insurance and Accidental Death and Dismemberment Insurance resulting from a change in your classification will become effective on the date of change in your classification provided that an increase in your amount of insurance will become effective only if you are then actively at work with your Participating Activity as a regularly scheduled employee in a pay status; otherwise, the change will become effective on the date you return to active work with your Participating Activity.

LIFE INSURANCE FOR RETIREES (CLASS II)

Basic Life Insurance

Class II Retirees With Less Than 5 Years Participation in the Group Basic Life Program

If you retire with less than 5 years participation in the Group Basic Life Program but were participating on the day immediately preceding retirement on an immediate annuity under the U.S.A.N.A.F. Retirement Plan, you will be insured for \$2,000 of Basic Life Insurance on a non-contributory basis.

Class II Retirees With 5 or More Years Participation in the Group Basic Life Program

- A. If you retired on or after October 1, 1972 but before January 1, 1983 with 15 or more years of accumulated participation in the Basic Life Insurance for active employees, your amount of life insurance, on a non-contributory basis, is as follows:

| <u>If Your Age At Retirement Is</u> | <u>Your Amount of Insurance At Retirement Is*</u> |
|-------------------------------------|---|
| Under 66 years | 100% |
| 66 years, but less than 67 years | 75% |
| 67 years but less than 68 years | 50% |
| 68 years or over | 25% |

*Your amount of Basic Life Insurance reduces from 100% of the amount of Life Insurance in-force immediately prior to your retirement, to the next lower percentage, in accordance with the above table. Changes in your age classification will become effective on the date your age classification changes.

- B. If you retired on or after January 1, 1983 but before January 1, 1988 with 15 or more years of accumulated participation in the basic group life insurance plan, your amount of life insurance will equal the greater of (1) the lowest amount of insurance in effect for the 5-year period immediately preceding retirement, or (2) the

Schedule of Benefits (Continued)

amount in effect on December 31, 1982, on a non-contributory basis. At age 66 and after, your life insurance is as follows:

| | |
|----------------------------------|-----|
| 66 years, but less than 67 years | 75% |
| 67 years, but less than 68 years | 50% |
| 68 years or over | 25% |

C. If you retire on or after January 1, 1988 (receiving an immediate or early annuity only) and you have 5 or more years of accumulated participation in the basic group life insurance plan, and participated the last 5 years before retirement, your amount of life insurance will be equal to the lowest amount in effect for the 5-year period immediately preceding your retirement, on a non-contributory basis. At age 66 and after, your life insurance is as follows:

| | |
|----------------------------------|-----|
| 66 years, but less than 67 years | 75% |
| 67 years, but less than 68 years | 50% |
| 68 years or over | 25% |

D. If you are approved by the Benefits Program Manager for retirement due to a disability retirement on or after June 1, 2003, and participated the last 5 years before becoming disabled in the basic group life plan, your amount of life insurance will be equal to the lowest amount in effect for the 5-year period immediately preceding your last day physically at work, on a non-contributory basis. At age 66 and after, your life insurance is as follows:

| | |
|----------------------------------|-----|
| 66 years, but less than 67 years | 75% |
| 67 years, but less than 68 years | 50% |
| 68 years or over | 25% |

Schedule of Benefits (Continued)

E. If you are approved by the Benefits Program Manager for retirement due to a disability on or after June 1, 2003, and qualify for an annuity, but participated less than 5 years in the basic group life plan, your basic life insurance coverage will be reduced to \$2,000.

Optional Life Insurance For Retirees Class II

For those who retire on or after January 1, 1988:

If you retire with 15 or more years of accumulated participation in the Optional Life Insurance, or if you have participated for the 5-year period immediately preceding retirement, you may continue Optional Life Insurance, or any \$10,000 multiple of it, until you reach age 65, on a contributory basis. The amount of Optional Life Insurance that you may continue will be the lowest amount of insurance in effect during the 5-year period immediately preceding your retirement. If your Optional Life Insurance is continued to age 65, it will be continued after age 65 on a non-contributory basis. At age 66 and after, your life insurance is as follows:

| | |
|----------------------------------|-----|
| 66 years, but less than 67 years | 75% |
| 67 years, but less than 68 years | 50% |
| 68 years, but less than 69 years | 25% |
| 69 years or over | 0% |

Personal Accelerated Death Benefit (See Notes (1) and (2))

(Applicable to active and retired employees who retire on or after January 1, 1995)

If you are an active employee or retiree at the end of your life expectancy, the Personal Accelerated Death Benefit is an amount equal to the lesser of:

1. 50% of the amount of Basic Personal Life Insurance to which you are entitled on the date you apply in writing for this benefit; or
2. \$100,000.

Schedule of Benefits (Continued)

If the retiree will be less than age 62 at the end of the retiree’s life expectancy, the Personal Accelerated Death Benefit is an amount equal to the lesser of:

- 1. 50% of the amount inforce under the Waiver of Premium benefit to age 62; or
- 2. \$100,000.

- NOTES:**
- (1) **BENEFITS PAID UNDER THIS PROVISION MAY BE TAXABLE. IF SO, YOU OR YOUR BENEFICIARY MAY INCUR A TAX OBLIGATION. AS WITH ALL TAX MATTERS, YOU SHOULD CONSULT YOUR PERSONAL TAX ADVISOR TO ASSESS THE IMPACT OF THIS BENEFIT.**
 - (2) **THE RECEIPT OF AN ACCELERATED BENEFIT PAYMENT MAY ADVERSELY AFFECT THE RECIPIENT’S ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT PAYMENTS OR ENTITLEMENTS.**

DEPENDENT LIFE INSURANCE

The amount of life insurance on each dependent shall be the amount determined in accordance with the following table:

Basic Amount

| | <u>Spouse</u> | <u>Each Child (from birth)</u> |
|-----------|---------------|--------------------------------|
| Level One | \$5,000 | \$2,500 |

Total Amount (including both Basic Amount and Optional Amount)

| | <u>Spouse</u> | <u>Each Child (from birth)</u> |
|-------------|---------------|--------------------------------|
| Level Two | \$10,000 | \$5,000 |
| Level Three | \$15,000 | \$7,500 |
| Level Four | \$20,000 | \$10,000 |
| Level Five | \$25,000 | \$12,500 |

BASIC TERMS

Here, some basic terms of the benefit plan are discussed. Where these terms are used in this booklet, they have the meaning explained here.

Army Medical/Life Fund: means a non-appropriated fund instrumentality of the Department of the Army. No appropriated funds of the United States shall become due, or be paid the Insurer by reason of this Policy

Covered Person: means a plan member or a dependent with respect to whom a plan member is insured by the group policy.

Doctor: means a physician licensed to practice medicine or any other practitioner who is licensed and recognized as a provider of health care services in the state where the services are rendered; and provides services covered by the group policy that are within the scope of his or her license.

In addition, services provided by a dietician, social worker, or marriage and family therapist must be at the recommendation of a licensed physician or doctor of osteopathy.

Earnings: means your basic rate of compensation. It does not include overtime, bonuses, commissions or other forms of extra compensation.

Injury and Illness: in this plan, the word "injury" means an accidental bodily harm and the word "illness" means:

1. a sickness that impairs a covered person's normal functioning of mind or body; and
2. the pregnancy, childbirth and related medical conditions of a covered person.

Insurer: Benefits are provided through a group insurance policy. The "Insurer" who issued that policy is UNICARE Life & Health Insurance Company. Their home office is located at 233 S. Wacker Drive, Suite 3700, Chicago, IL 60606. Inquiries to the Insurer should be made to that office. Please include your group policy number as shown in the Certificate in the front of this booklet. The Claims and Plan Member Rights section of this booklet tells where and how benefit claims should be made.

Basic Terms (Continued)

Personal and Dependent Insurance: “Personal insurance” means your insurance under the group policy with respect to yourself. The words “dependent insurance” refer to insurance for your dependents under the group policy. The Plan Membership section of this booklet discusses how you may obtain insurance under the group policy for yourself and your qualified dependents.

Plan Member or Member: means a person who is insured by the group policy with respect to himself or herself.

Plan Sponsor: means the employer who makes this benefit plan available to you.

PLAN MEMBERSHIP

ELIGIBILITY FOR INSURANCE

This section tells how you may become insured. The term “personal insurance” means your insurance under the group policy with respect to yourself. Reference to “dependent insurance” means your insurance under the group policy with respect to your dependents.

Personal Insurance

To obtain personal insurance, you need to be a qualified employee. You are a “qualified employee” only if you meet all of these requirements:

1. you are a regular employee of the Plan Sponsor as described in Eligible Classes in the Schedule of Benefits; and
2. you are in a covered employment class named in the group policy; or
3. you are a retired employee.

Specific information regarding the group policy and its terms may be obtained from the Plan Sponsor.

If you are a qualified employee on January 1, 2016, you are eligible for personal insurance on that date. Otherwise you become eligible on the date you become a qualified employee.

Dependent Insurance

If you are a qualified employee, you may obtain dependent insurance for your qualified dependents. Your “qualified dependents” are your spouse and children as defined and limited here.

The term “spouse” means your husband or wife. Your marriage must not have ended in a valid divorce decree, annulment or legal separation.

With respect to employees who reside in the Republic of Panama, “spouse” also means a common-law wife or an invalid common-law husband who has resided with the employee for a minimum of nine months, provided there is no legal deterrent for contracting matrimony and provided he/she has registered previously with the Civil Registry.

Reference to your “child” means your direct offspring. The term also includes your stepchild, legally adopted child, a child placed with you for the purpose of adoption, foster child, dependent grandchild or spouse’s dependent grandchild, and any other child with whom you

Plan Membership - Eligibility For Insurance (Continued)

have a parent-child relationship. Any such child must be under age 26. However, if on the child's 26th birthday, the child is incapable of self-sustaining employment by reason of mental retardation or physical handicap, the child shall continue to be deemed a dependent after said birthday, during the continuation of said incapacity and while he or she is otherwise included as a dependent, subject to the terms and conditions of this booklet and the right of the Insurer to require proof of said incapacity when claim is first made for benefits after said birthday, and proof once each year thereafter of the continuation of said incapacity.

Your dependent spouse who commences active duty in the armed forces of any country or state or international organization, or becomes a member of any civilian force auxiliary to any military force will continue to be a qualified dependent hereunder provided he/she meets all other criteria for a qualified dependent as defined herein.

Your child who has personal insurance under the group policy may not be your qualified dependent unless he or she elects dependent insurance in place of the similar personal insurance. If you and your spouse both have personal insurance under the group policy, either spouse, or both may elect to insure the other spouse and/or qualified dependent children for Dependent Life Insurance coverage.

You are eligible for dependent insurance on the earliest date that:

1. you are in an employment class covered for dependent insurance; and
2. you are eligible for similar personal insurance under the group policy; and
3. you have a qualified dependent.

EFFECTIVE DATE OF INSURANCE

Once you have become eligible for insurance, this section tells when your insurance will begin.

Personal Insurance

Except as explained in this section, your personal insurance will begin on the latest of the following dates:

1. the date you become eligible;
2. the date you return your signed group insurance enrollment form to your Human Resource Manager or the date your enrollment is processed electronically. **If you do not sign and return your form or request to be enrolled within 31 days of your Eligibility Date, you will not be able to elect coverage until the next open enrollment period is established by the Plan Sponsor;**
3. the date of approval by the Insurer at its Home Office of evidence of your insurability, if required by the Insurer;
4. the first day of January following the Open Enrollment Period (which period of time shall be agreed to by the Insurer and the Plan Sponsor).

The Plan Sponsor may require employees to contribute toward the cost of all or part of their personal insurance. Any such contributory insurance will not become effective for you before you sign a form agreeing to make those contributions and file it with your Participating Activity. The form may be obtained from the Plan Sponsor. If you sign the form more than 31 days after you became eligible, your contributory insurance will not become effective until the date the Insurer approves the employee's written evidence of insurability.

If you are disabled on the date your personal insurance would begin, that insurance will not become effective until you return to regularly scheduled active work in a pay status. Here, the term "disabled" means that an injury or illness prevents you from doing substantially all of your usual duties for the Plan Sponsor.

Special Provision for Optional Life Insurance

In addition to the provisions shown above, your Optional Life Insurance will not become effective until the date the Insurer approves your evidence of insurability if you:

1. apply for Optional Life Insurance more than 31 days after your eligibility date; or

Plan Membership - Effective Date of Insurance (Continued)

2. elect an amount of Optional Life Insurance for which evidence of insurability is required, if such election is allowed.

If you later choose to increase the amount of Supplemental Life Insurance, the increased amount will not become effective until the date the Insurer approves your evidence of insurability.

Dependent Insurance

Any dependent insurance for which you are eligible will begin on:

1. the date you have similar personal insurance in effect under the group policy; and
2. you have a qualified dependent who can be insured as discussed in this section, and you make appropriate written application, if required for insurance for your dependents; or
3. the first day of January following the Open Enrollment Period (which period of time is agreed to by the Insurer and the Plan Sponsor) and you satisfy requirements 1 and 3 immediately above.

The Plan Sponsor may require employees to contribute toward the cost of all or part of their dependent insurance. If so, the only qualified dependent who may become insured before you agree to those contributions is your newborn child. The form for this agreement may be obtained from the Plan Sponsor. The form should be filed with your Participating Activity. If you sign the form more than 31 days after you became eligible for dependent insurance, such contributory insurance will be deferred until the date the Insurer approves written evidence of insurability for each qualified dependent.

Your newborn child is insured from the date he or she is born. Within 31 days after the child is born, you need to tell your Participating Activity and agree to any required contributions toward the cost of the child's insurance. Otherwise, insurance for the child will cease at the end of that 31 day period.

You may acquire a new qualified dependent while your insurance for other dependents is in effect. If so, the new dependent will automatically become insured, except as noted in the next paragraph.

Your newborn child is the only dependent whose insurance may begin on a day that he or she is a hospital inpatient. Insurance for any other dependent will become effective on the day he or she is discharged from the hospital.

DISCONTINUANCE OF INSURANCE

Your personal insurance under each coverage will cease on the first to occur of these dates:

1. the last day of the last full pay period in which you request cancellation of your insurance, or when contributions terminate at your request during a leave without pay;
2. the date the group policy is discontinued.
2. the date on which employment terminates or you become ineligible.

Your dependent insurance under each coverage will cease on the first to occur of these dates:

1. the date on which your dependents are no longer eligible for that coverage. This may be due to a change in the group policy or because you transfer to an employment class for which dependents are not eligible;
2. the date you become eligible for Class II (Retiree) Life Insurance;
3. the date of discontinuance of your insurance under all coverages for which you are insured;
4. the date the group policy is discontinued;
5. the date your dependent ceases to be a qualified dependent as defined in the "Eligibility for Insurance" section.

Specific information regarding the group policy and its terms may be obtained from the Plan Sponsor.

Continuance of Coverage While in a "Leave Without Pay (LWOP) Status"

Employees in a "leave without pay status" (Chapter 5, AR 215-3) may continue to enjoy group insurance coverage if premiums are paid by the employee and/or employer.

COVERAGE PROVISIONS

DESCRIPTION OF THE COVERAGES

The pages of this section specify when plan benefits will be paid. Any conditions governing whether, and how much benefit is paid for those events are also discussed in this section.

To receive plan benefits, you must be insured as described in the Plan Membership section of this booklet. Then, your amounts of insurance are determined by the Schedule of Benefits.

Should you become entitled to benefits, the Claims and Plan Member Rights section of this booklet tells how to present your claim.

ASSIGNMENT

As a plan member planning your estate, you may wish to assign ownership of any death benefits to someone else. The group policy allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance; and (c) any accidental death insurance under this plan. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named.

PERSONAL LIFE INSURANCE

Death Benefit

The Insurer will pay a benefit if you die while insured by this coverage. This death benefit will be paid to your beneficiary when due proof of your death is received by the Insurer. The needed claim forms may be obtained from the Plan Sponsor or the Insurer. See the Schedule of Benefits of this booklet for the amount of death benefit to be paid.

The death benefit is normally paid in one sum. You may, however, elect that payment be made in installments. This is called a settlement option. If no settlement option is in effect upon your death, your beneficiary may then elect such an option. Any settlement option requires a written agreement with the Insurer. The Plan Sponsor should be contacted for instructions.

Beneficiary

You alone have the right to name your "beneficiary". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the Plan Sponsor for entry in the plan's records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit the Insurer may have already paid will be deducted from the amount payable to the new beneficiary.

If you name more than one person to share any death benefit, you should tell how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before you do.

Alternate Payment Provisions

If there is no living beneficiary when your death occurs, or none has been named, the Insurer may at its option: (a) pay the benefit to your then living spouse; or (b) if there is no living spouse, pay equal shares of the benefit to your then living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living; or (d) if there are no living parents, pay equal shares of the benefit to your then living brothers and sisters; or (e) if there are no living brothers and sisters, pay the benefit to the executors or administrators of your estate.

Personal Life Insurance (Continued)

It may happen that the person to be paid a benefit (called the “payee”) is legally unable to give a valid receipt for the payment. If so, the Insurer may elect to deposit that benefit into an account established for the payee until a claim is made by a duly appointed guardian or committee of the payee.

If the beneficiary is a minor, the Insurer may elect to deposit the benefit into an account established for the minor until the earlier of:

1. the minor attains the age of majority; or
2. the Insurer receives a certified court-issued document naming the guardian of the estate or property of the minor.

The Insurer will be discharged to the extent of any such payments made in good faith.

Total Disability Premium Waiver

(This provision is applicable only to those persons who have been insured by the U.S. Army NAF Plan for five consecutive years or more prior to the date of disablement. It is applicable to Basic Life Insurance only and disabilities commencing on or after January 1, 1990 and on or before May 31, 2003.)

Normally, the Plan Sponsor must pay the Insurer a premium for each period that you are insured. This section tells how your personal life insurance can be continued without premiums if you become totally disabled before your 62nd birthday.

Here, the term “totally disabled” means that an injury or illness prevents you from performing any occupation for which you are qualified by education, training or experience. If you can engage in any such occupation, you are not deemed to be “totally disabled”.

Death Before Proof Is Due

If you die within the first 12 months of being totally disabled, a death benefit may be payable, even if premium payments for your insurance have stopped. In this case, due proof is required that:

1. you became totally disabled while insured and before your 62nd birthday; and that
2. you remained totally disabled at all times until your death occurred.

When the Insurer receives such proof, a death benefit will be paid to your beneficiary.

Personal Life Insurance (Continued)

Proof Required Within 12 Months

Within the first 12 months that you are totally disabled, but have not died, due proof must be given that you became totally disabled while insured and before your 62nd birthday.

Such proof may be given by you or someone acting for you. The Plan Sponsor has the authority to approve or disapprove your disability under this provision. This determination is made when the proof is first filed. When the Insurer receives the approved proof, it will provide personal life insurance for you without premiums while it is shown that you remain totally disabled.

While your personal life insurance is provided without premiums, due proof that you remain totally disabled will be required at reasonable intervals. Such proof will be required at least once a year. The Insurer, at its expense, may also require that you be examined by its doctor at reasonable intervals. Such exams by a doctor will not be more often than once a year after your insurance has been provided without premiums for two years.

If you die while your personal life insurance is provided without premiums, the Insurer will pay a death benefit. Due proof is required that you remained totally disabled until your death occurred. When that proof is received, the Insurer will pay that death benefit to your beneficiary.

Amount Of Benefit Provided

The amount of personal basic life insurance provided for you without premiums will normally be the amount for which you were insured by the group policy on the last day worked before you became totally disabled. But the Schedule of Benefits of this booklet may require that life insurance amounts be reduced at a certain age or upon retirement; in such case, your insurance provided without premiums will be so reduced when those events occur.

One other factor may affect your amount of personal life insurance provided without premiums. A right to convert your life insurance under the group policy to an individual policy is explained later in this coverage. Any part of your life insurance that you may have converted will not be provided without premiums unless:

1. you were totally disabled when you applied to convert; and
2. you return the individual policy to the Insurer with no claim other than a refund of the premiums you paid for it.

Personal Life Insurance (Continued)

When A Premium Waiver Ceases

Insurance provided for you without premiums will cease when any of these events occur:

1. you are no longer totally disabled; or
2. due proof that you remain totally disabled is not provided when required by the Insurer; or
3. you do not allow a doctor to examine you when required by the Insurer.

Your insurance will also cease if you reach normal retirement age and do retire under a formal pension plan of the Plan Sponsor. But an exception will be made if the Plan Membership section of this booklet says that your personal life insurance is continued during retirement.

When your insurance without premiums ceases, you may be entitled to the Right To Convert provision explained later in this coverage. That Right To Convert provides insurance for the next 62 days. During that time:

1. If you again become an active qualified employee, you may not convert your insurance. But your personal life insurance that requires premiums will be resumed.
2. If you do not become an active qualified employee, you may convert to an individual policy of life insurance. It will be as though your employment had ceased when your insurance without premiums ceased. The things you must do to obtain such a policy are discussed in the Right To Convert provision.

While you are totally disabled, it may happen that:

1. the group policy is discontinued; or
2. the group policy is changed to terminate personal life insurance.

In either event, while you continue to be totally disabled, you will have the same rights as though this life insurance was still in effect.

Right To Convert

If your personal life insurance ceases or is reduced, you could have a right to “convert” that group insurance to an individual policy. This section tells when you may acquire that right. Note that your prompt application is required at that time.

Personal Life Insurance (Continued)

Changes In Your Status

You can obtain an individual policy of life insurance if all or part of your personal life insurance under the group policy ceases for certain reasons. Those reasons are:

1. termination of your active employment with the Plan Sponsor or transfer to a class of ineligible employees; or
2. your attainment of an age at which the group policy requires life insurance to be reduced.

Evidence of your health will not be required. But you must apply in writing and pay the first premium to the Insurer within 62 days after that personal life insurance ceased. The conversion application may be obtained from the Insurer's conversion unit. Contact your local HR department for the toll-free telephone number.

Such an individual policy will not include disability benefits. The policy shall be one of the forms then normally being issued by the Insurer except term insurance. At your option, the amount of your policy may equal or be less than your personal life insurance that ceased under the group policy. The premium will be determined by the form and amount of your policy, as well as by your class of risk and age on its effective date.

Group Policy Termination Or Change

Your personal life insurance under this plan may cease because:

1. the group policy is terminated; or
2. the group policy is changed to exclude your class of employees.

In such event, you have the right to obtain an individual life insurance policy under certain conditions. One condition is that you have been insured by the group policy for at least five years. The other condition is that your personal life insurance was not fully replaced by this or another group insurance plan within the next 62 days. If both of these conditions are met, all other terms of this Right To Convert will apply as though your status had changed; but the amount of your individual policy will not exceed \$2,000.

Death While Eligible To Convert

Any individual policy issued to you under this Right To Convert provision will become effective at the end of the 62-day period allowed for you to apply. If you should die during that 62 days, a death benefit will be paid by the group policy. This is true regardless

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Personal Life Insurance (Continued)

of whether you applied for an individual policy. The amount of benefit payable will be the full amount you were entitled to convert. The benefit will be paid to the beneficiary you last named, whether for the group policy or a conversion policy.

Personal Accelerated Death Benefit

The group policy provides a personal accelerated death benefit. You may elect to receive a portion of your personal basic life insurance benefit while you are still living. This personal accelerated death benefit will be paid, provided:

1. you are in a class eligible for this benefit as shown on the schedule;
2. you have participated in the plan for the 5-year period immediately preceding your diagnosis of terminal illness;
3. you elect the benefit in writing on the form provided by the Insurer or the Plan Sponsor;
4. you submit to the Insurer written certification from a doctor that you have a life expectancy of 12 months or less, and the Insurer approves this certification.

The Insurer reserves the right to have you examined by one or more doctors of its choice in connection with your claim for a personal accelerated death benefit. Such an examination will be done at the Insurer's expense.

See the Schedule of Benefits in this booklet to determine the maximum amount of personal accelerated death benefit you may elect.

Payment Provisions

The personal accelerated death benefit must be paid to you during your lifetime. You may elect less than the maximum benefit, but you can receive a personal accelerated death benefit only once. Payment will be made in one lump sum to you. If you have received a personal accelerated death benefit and then you recover from the qualifying condition, you will not be required to refund the benefit paid to you.

Effect of Payment on Other Benefits

The amount of your personal basic life insurance will be reduced by the amount of personal accelerated death benefit paid to you. The remaining personal basic life insurance will be paid in accordance with the terms of the group policy. Any Retiree Life Benefit you may

Personal Life Insurance (Continued)

be eligible for will be reduced by the amount of personal accelerated death benefit paid to you. Any amount of personal basic life insurance you may have a right to convert, as explained earlier in this coverage, will be reduced by the amount of personal accelerated death benefit paid to you. The personal accelerated death benefit paid to you does not affect the amount of your personal accidental death and dismemberment insurance.

Payment of Premium

Premium payments must continue, and will be based on the reduced amount of your personal life insurance.

When the Plan Sponsor stops paying premium for you, you are no longer eligible for a personal accelerated death benefit unless:

1. your doctor certifies that the qualifying condition was present before the date that premium payments ceased;
2. your doctor certifies that you have a life expectancy of 12 months or less from the date that premium payments ceased; and
3. you apply for an accelerated death benefit within 31 days from the date that premium payments ceased.

However, unless previously received, you will again be eligible for a personal accelerated death benefit when you are approved for the Total Disability Premium Waiver which is explained in this coverage.

Exclusions

The personal accelerated death benefit will not be paid if:

1. you submit written certification from your doctor that you have a life expectancy of 12 months or less, and the Insurer disapproves this certification;
2. you have received an accelerated death benefit under the group policy;
3. you are required by law or court order to use your personal basic life insurance benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
4. you are required by a government agency to use your personal basic life insurance benefit to apply for, receive, or keep a government benefit or entitlement;
5. you live in a community property state, and the Insurer has not received consent in writing from your spouse;

Personal Life Insurance (Continued)

6. you are divorced, and as a part of your court approved divorce agreement all or part of your personal basic life insurance must be paid to your children or former spouse;
7. you have assigned your rights under the personal basic life insurance coverage to an assignee or an irrevocable beneficiary, and the Insurer has not received consent, in writing, that the assignee or irrevocable beneficiary has agreed to payment of the personal accelerated death benefit to you; or
8. any required premium is due and unpaid.

Portability of Insurance

Portability of Personal Basic Life Insurance is available to active employees. The Waiver of Premium provision is not applicable to such insurance.

Benefit

Portability of insurance is the continuation of some or all of your Personal Basic Life Insurance coverage after termination of your employment while the policy is in force. The premium for the Portable coverage will be determined by the policy type, your risk classification, the Insurer's published rates in effect and your policy age at the time of application. Premium rates will increase annually on your date of birth. You must pay the premium for the Portable coverage directly to the Insurer. You must apply for, and be eligible for, this coverage pursuant to the following terms of this provision.

Portable coverage is not available for any Accidental Death and Dismemberment coverage nor Dependent Life Insurance.

Amount of Portable Coverage

Your amount of Portable coverage will be no more than 100% of the amount of Basic Life insurance in effect on the date you are eligible under this provision less any amount converted under the conversion provision.

You may not increase or decrease the amount of Portable coverage after election.

The amount of insurance and benefits applicable to you will be shown on the coverage statement that the Insurer will issue to you.

No amount or type of coverage will be eligible to be continued under this Portability option unless such amount and type of coverage is

Personal Life Insurance (Continued)

elected on the initial written application for Portable coverage. No amount or type of coverage may be included in the Portable coverage if you were not insured for the same amount and type of coverage at the time your employment or eligibility under the Policy terminated and you became eligible for Portable coverage.

Definitions for Portability provision:

Disability, for the purposes of this provision, means that you are unable to work and unable to perform the substantial and material duties of any occupation for which you are qualified by education, training or experience.

Group Portable Insurance Trust Policy means the trust policy under which the Portable coverage is issued. Provisions of the Portable Insurance Trust Policy may differ from the provisions of your Plan Sponsor's Group Policy.

Period of grace with respect to payment of each premium will be 31 days after the date on which it is due. The Portable coverage will remain in force during the Period of grace unless terminated in accordance with the Termination of Policy provision. In any event, premiums are payable for any period of grace during which the Portable coverage continues in force.

Retirement Date means the date you begin receiving retirement benefits which you are eligible to receive as a result of past employment, whether or not the retirement benefits were funded in whole or in part by a previous employer. This also includes retirement income from any federal, state, municipal or association plan.

Policy Age means your age calculated by subtracting the year of your birth from the current year as of the date of your election.

Portable coverage is the insurance coverage provided, if applicable, by the Group Portable Insurance Trust Policy.

Premium Rate Changes for Portable Coverage

The Insurer may change premium rates for Portable coverage at any time for reasons which affect the Insurer's risk assumed, including but not limited to the following:

- Changes occur in the coverage levels.
- Changes occur in the overall use of benefits by all Insured's.
- Changes occur in other risk factors.

Personal Life Insurance (Continued)

- A new law or change in existing law occurs which affects the risk assumed.

The change in premium rates will be made on a class basis according to the Insurer's underwriting risk assessments. The Insurer will notify you in writing at least 31 days before a premium rate is changed.

Who May Become Insured

You must satisfy all of the following conditions in order to elect Portable coverage:

- You were insured by the Insurer for at least 12 months.
- Your Basic Life insurance provided by the other terms of the policy has terminated due to termination of your employment and prior to any termination of your class of coverage, the policy, or your employer's agreement with the Insurer as outlined in the Policy.
- You are under 65 years of age.
- You did not terminate employment due to a Disability and have not separated for the purpose of retiring on an immediate annuity.

How and When Your Insurance Will Continue

You must elect by written application to continue coverage under this provision and the Group Portable Insurance Trust Policy within the 62-day period immediately following the date on which your insurance terminated.

If the premium and application are received by the Insurer within this period, Portable coverage will take effect on the 62nd day immediately following the date of termination.

An application to become insured must be completed on a form approved for that purpose by the Insurer. It must be received by the Insurer at the Insurer's Administrative Office within the 62-day time period.

Reductions

Your Portable coverage will reduce by 35% on your 65th birthday. The reduced amount will be rounded to the next higher multiple of \$1,000.

Personal Life Insurance (Continued)

When Portable Coverage and Portable Coverage Eligibility Ends

Any Portable coverage in effect, and all eligibility for new Portable coverage ends on the earliest date shown below:

- On the last day of the period for which premiums have been paid in accordance with the Period of grace.
- On the day before you enter active full-time service in the military.
- On the date on which you request, in writing, to have the insurance terminated.
- On the date you terminate on an immediate annuity.
- On your 70th birthday.
- On the date of the termination of the Group Portable Insurance Trust Policy.

You or your legal representative must notify the Insurer in writing within 31 days after the date on which an event described above occurs.

Portable coverage that has been terminated cannot be reinstated. You may have the right to convert Life Insurance coverage as described in the Group Portable Insurance Trust Policy.

If you elect Portable coverage and you again become an eligible employee of the Plan Sponsor, your Portable coverage will end when you become eligible under the Plan Sponsor's group policy.

DEPENDENT LIFE INSURANCE

Death Benefit

The Insurer will pay a benefit upon the death of a dependent for whom you have insurance under this coverage. This death benefit is payable to you when the Insurer receives due proof of the dependent's death. The required claim forms will be provided by the Plan Sponsor or the Insurer. The Schedule of Benefits of this booklet shows the amount of death benefit to be paid.

Right To Convert

If a dependent's life insurance under the group policy ceases, he or she could have a right to "convert" that group insurance to an individual policy. This section tells when the dependent may acquire that right. Note that prompt application is required at that time.

Ceasing Qualification For Group Coverage

A dependent can obtain an individual policy of life insurance if his or her group life insurance under the group policy ceases for certain reasons. Those reasons are:

1. your death or termination of employment; or
2. your transfer to an ineligible class of employees; or
3. your insured spouse's divorce or annulment of marriage, or legal separation; or
4. your insured child ceases to be a qualified dependent.

Evidence of the dependent's health will not be required. But the dependent must apply in writing and pay the first premium to the Insurer within 62 days after his or her insurance ceased. If the dependent is a minor or otherwise legally unable to apply, you or another legal guardian may apply on the dependent's behalf.

The individual policy will insure the dependent only and will not include disability benefits. The policy shall be one of the forms then normally being issued by the Insurer except term insurance. At the dependent's option, the amount of the policy may equal or be less than his or her Dependent Life Insurance that ceased under the group policy. The premium will be determined by the form and amount of the dependent's policy, as well as by his or her class of risk and age on its effective date.

Dependent Life Insurance (Continued)

Group Policy Termination Or Change

A dependent's life insurance under the group policy may cease because:

1. the group policy is terminated; or
2. the group policy is changed to exclude your class of employees.

In such event, the dependent has the right to obtain an individual policy of life insurance under certain conditions. One condition is that the dependent has been insured by this coverage for at least five years. The other condition is that his or her Dependent Life Insurance was not fully replaced by this or another group insurance plan within the next 31 days. If both of these conditions are met, all other terms of this Right To Convert provision will apply; but the amount of the dependent's individual policy will not exceed \$2,000.

Death While Eligible To Convert

Any individual policy issued to a dependent under this Right To Convert will become effective at the end of the 62-day period allowed for him or her to apply. If the dependent should die during that 62 days, a death benefit will be paid by the group policy. This is true regardless of whether or not the dependent applied for an individual policy. The amount of benefit payable will be the full amount he or she was entitled to convert. If the dependent has applied for a policy under this Right To Convert, the benefit will be payable to the beneficiary he or she named. Otherwise, the benefit will be paid to you. But if the payee was not living when the dependent's death occurred, the benefit will be paid to the dependent's estate.

PERSONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Accidental Death Benefit

The Insurer will pay a benefit if your death occurs under these conditions:

1. the death is a result of your accidental injury; and
2. the injury occurred while you were insured by this coverage as an active employee; and
3. the death occurred within 365 days of the injury.

This accidental death benefit will be paid when the Insurer receives due proof that your death occurred under the conditions stated in this section. The benefit will be paid to your beneficiary. This benefit is the “full amount” of your accidental death and dismemberment insurance in effect under the terms of the Schedule of Benefits of this booklet on the date the accident occurred.

Benefit For Loss Of Hand, Foot Or Sight

The Insurer will pay a benefit if you incur the permanent loss of a hand, foot or sight under these conditions:

1. the loss is a result of your accidental injury which occurred while you were insured as an active employee by this coverage; and
2. the loss occurred within 180 days of the injury; and
3. an accidental death benefit is not payable by this coverage for the same accident.

The benefit will be paid to you when the Insurer receives due proof of a loss as specified in this section. Your “full amount” of accidental death and dismemberment insurance will be determined under the terms of the Schedule of Benefits of this booklet as of the date the accident occurred. The benefit to be paid is that full amount or one-half of it as shown in the schedule below. Payment will be made for each loss without regard to prior losses. But, the total benefit to be paid for two or more losses in any one accident will not exceed your full amount of accidental death and dismemberment insurance under the group policy on the date the accident occurred.

Schedule Of Losses And Benefits

Your full amount of coverage is payable for the permanent loss of:

- both hands; or
- both feet; or
- sight of both eyes; or
- one hand and sight of one eye; or
- one foot and sight of one eye; or
- one hand and one foot.

One-half of your full amount is payable for the permanent loss of:

- one hand; or
- one foot; or
- sight of one eye.

Reference to loss of a hand means severance at or above the wrist. Reference to loss of a foot means severance at or above the ankle. Reference to loss of sight means total loss of sight which cannot be recovered.

A surgically reattached hand or foot will be deemed a “permanent loss” if, 12 months after reattachment, the limb has regained less than 50% of its normal function.

Exclusions

No benefit will be paid by this coverage for a death or loss that results from, or that is caused directly, wholly or partly by:

1. a disease or mental illness, or the treatment of these conditions.
2. ptomaines, or bacterial infections, except infections introduced through a visible wound accidentally sustained.
3. driving while under the influence of alcohol or drugs.
4. a war, whether or not it is a declared war.
5. suicide or any attempt at suicide, intentional self-injury or any attempt at self-inflicted injury.
6. your commission of a felony.
7. your illegal use of drugs.
8. your intoxication.
9. your voluntary overdose of alcohol or drugs.

Personal Accidental Death & Dismemberment Insurance (Continued)

Beneficiary

You alone have the right to name your “beneficiary”. That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the Plan Sponsor for entry in the plan’s records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit the Insurer may have already paid will be deducted from the amount payable to the new beneficiary.

If you name more than one person to share any death benefit, you should tell how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before you do.

Alternate Payment Provisions

If there is no living beneficiary when your death occurs, or none has been named, the Insurer may at its option: (a) pay the benefit to your then living spouse; or (b) if there is no living spouse, pay equal shares of the benefit to your then living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living; or (d) if there are no living parents, pay the benefit to the executors or administrators of your estate.

It may happen that the person to be paid a benefit (called the “payee”) is legally unable to give a valid receipt for the payment. If so, the Insurer may elect to deposit that benefit into an account established for the payee until a claim is made by a duly appointed guardian or committee of the payee.

If the beneficiary is a minor, the Insurer may elect to deposit the benefit into an account established for the minor until the earlier of:

1. the minor attains the age of majority; or
2. the insurer receives a certified court-issued document naming the guardian of the estate or property of the minor.

The Insurer will be discharged to the extent of any such payments made in good faith.

No Right to Convert

If your Personal Accidental Death and Dismemberment Insurance ceases or is reduced, you can not “convert” that group insurance to an individual policy.

CLAIMS AND PLAN MEMBER RIGHTS

How To Claim Benefits

Due written proof of claim is required in order to receive benefits under the group policy. The requirements for Personal Life Insurance proof forms are discussed in that coverage. The requirements for other types of group coverage are discussed here.

Notice of Claim

Written notice of a claim must be given within 20 days after a covered loss occurs or begins, or as soon as reasonably possible. The notice can be given to the Insurer at any authorized office. Reference to a "loss" merely means that an event occurred or an expense was incurred for which this plan agrees to pay a benefit. The notice must identify you along with the group insurance policy number shown in the Certificate in the front of this booklet.

Claim Forms

When the Insurer receives the notice of claim, it will send the claimant forms for filing proof of loss. The needed forms may also be obtained from the Plan Sponsor. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss requirements by giving the Insurer a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss section.

Proof of Loss

Due written proof of loss must be given to the Insurer. As to a continuing loss for which periodic benefits are to be paid, the proof is due within 90 days after the end of the period for which the Insurer is liable. As to any other loss, the proof is due within 90 days after the loss occurs. Failure to furnish the proof when due shall not invalidate or reduce the claim if the proof is given as soon as reasonably possible. But, unless delayed by the claimant's legal incapacity, the required proof must be furnished within 2 years of the time it was due.

Filing Claim Forms

The proof of loss "claim forms" contain instructions as to how they should be completed and where they should be sent. Be sure the forms are fully completed. Unanswered questions may delay the processing of the claim.

Claims and Plan Member Rights (Continued)

Payment of Claims

All benefits will be payable as soon as the Insurer receives due written proof of loss. Within 15 days after receipt of the proof of loss, the Insurer will either: (a) pay the benefits due; or (b) mail the plan member a statement of the reasons why the claim has, in whole or in part, not been paid. Such a statement will also list any documents or information that the Insurer needs to process the claim or that part of the claim not paid. When all of the listed documents or information are received, the Insurer will have 15 work days in which to: (a) process and either pay the claim, in whole or in part, or deny it; and (b) give the plan member the reasons the Insurer may have for denying the claim or any part of it. If the Insurer is unable to accept or reject the claim within this 15 work day period, the Insurer will notify the plan member of the reason for the delay. The Insurer will have 45 additional days to accept or reject the claim.

In the event that the Insurer does not comply with its obligations under this Payment of Claims provision, the Insurer will pay the plan member interest at a rate required by law on the proceeds or benefits due the member under the terms of the group policy.

Any death benefit will be paid as discussed in that coverage description. All other benefits are payable to the plan member, except that:

1. If the covered person receives medical assistance from the State of Texas, the Insurer will pay any benefits based on his or her medical expenses to the Texas Department of Resources, but not more than the actual cost that the department pays for those expenses. Only the balance, if any, of such benefits will then be payable to the plan member.
2. All benefits paid on behalf of a dependent child under the group policy must be paid to the Texas Department of Human Services whenever: (a) the Texas Department of Human Services is paying benefits pursuant to the Human Resource Code; and (b) the parent who is covered by the group policy has possession or access to the child pursuant to a court order or is not entitled to access or possession of the child and is required by the court to pay child support.

Claims and Plan Member Rights (Continued)

3. If the plan member is not the custodial parent of the dependent child covered under the group policy, benefits may be payable to a non-plan member, provided that the following information is submitted to the Insurer: (a) written notice that the non-plan member is the custodial parent of the dependent child; and (b) a certified copy of a court order designating the non-plan member as the custodial parent (or other evidence designated by rule of the State Board of Insurance); and (c) a fully completed claim form. These requirements will not apply if a valid assignment of benefits for an unpaid medical bill has been made or if the plan member has paid a portion of the medical bill and files a claim.
4. If the plan member is unable to execute a valid release, the Insurer can: (a) pay any providers on whose charges the claim is based toward the satisfaction of those charges; or (b) pay any person or institution that has assumed custody and principal support of the plan member.
5. If the plan member dies while any accrued benefits remain unpaid, the Insurer can pay any provider on whose charges the claim is based toward the satisfaction of those charges. Then, any benefits that still remain unpaid can be paid to the plan member's beneficiary or estate.

The Insurer will be discharged to the extent of any payments made in good faith under this Payment of Claims provision.

Physical Examinations

The Insurer has the right to have a doctor it chooses examine the person whose injury or illness is the basis of a claim. This may be required at reasonable intervals until the claim is paid. If the person has died, the Insurer may require an autopsy, unless it is prohibited by law. Such an exam or autopsy will be at the Insurer's expense.

Legal Actions

There are time limits as to when legal action can be taken to obtain group policy benefits. No legal action can be taken until 60 days after written proof of loss has been given as discussed above. No legal action can be taken more than 3 years after written proof of loss was required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained the Insurer's reconsideration of that claim, as explained next in this section.

Claims and Plan Member Rights (Continued)

Reconsideration Of A Denied Claim

If you are a plan member or a member's beneficiary, and your benefit claim is totally or partially denied, the Insurer will give you a written notice. The notice will give the reasons for denial. If you do not agree with the reasons given, you may request reconsideration of your claim.

To do so, you should write to the Insurer within the 60 days after you received the notice of denial. The Insurer's name and address appear in this booklet. They will also be on the notice of denial. You should say why you believe the claim was improperly denied. Include any data, questions or comments that you think are appropriate. Unless the Insurer requests additional material in a timely fashion, you will be advised of its decision within 60 days after your letter is received.

In accordance with state insurance law, this booklet is composed of the following forms on file with the State Insurance Department.

CERTIFICATE: GCR 100

SCHEDULE OF BENEFITS: GCR 130, GCR 131, GCR 132

BASIC TERMS: GCR 1127, GCR 1128, GCR 11154, GCR 1130

ELIGIBILITY: GCR 120, GCR 121

EFFECTIVE DATE: GCR 12251, GCR 12252

DISCONTINUANCE OF INSURANCE: GCR 124, GCR 125

COVERAGE PROVISIONS: GCR 140

PERSONAL LIFE INSURANCE: GCR 20126, GCR 2025, GCR 2058, GCR 2059, GCR 2060, GCR 022, GCR 20107, GCR 20108, GCR 20110, GCR 205, GCR 206

DEPENDENT LIFE INSURANCE: GCR 208, GCR 209

AD&D: GCR 217, GCR 2112, GCR 2119, GCR 2114

CLAIMS: GCR 170, GCR 1772, GCR 1773, GCR 1776