## \*L000314504202619386690004902857\*

#### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### **Continental American Insurance Company**

To get information or file a complaint with your insurance company or HMO:

Call: Continental American Insurance Company at 1-800-433-3036

Toll-free:

1-800-433-3036

Email: cscmail@aflac.com

Mail: Continental American Insurance Company

Post Office Box 427

Columbia, South Carolina 29202

#### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call: 1-800-252-3439

Online: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714

#### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### **Continental American Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Continental American Insurance Company al 1-800-433-3036

Teléfono gratuito:

1-800-433-3036

Correo electrónico: cscmail@aflac.com

C00503.2TX 1 C00503.2TX 2

Dirección postal: Continental American Insurance Company

Post Office Box 427

Columbia, South Carolina 29202

#### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame: 1-800-252-3439

En línea: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714

#### How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts). **This notice summarizes your protections.** 

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:

- Accident, accident and health, or health insurance (including HMOs):
  - o Up to \$500,000 for health benefit plans, with some exceptions.
  - o Up to \$300,000 for disability income benefits.
  - o Up to \$300,000 for long-term care insurance benefits.
  - o Up to \$200,000 for all other types of health insurance.
- Life insurance:
  - o Up to \$100,000 in net cash surrender or withdrawal value.
  - o Up to \$300,000 in death benefits.
- **Individual annuities:** Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- Other policy types: Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- **Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.
- Parts of some policies might not be protected: For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:

Texas Life and Health Insurance Guaranty Association 1601 Congress Avenue Austin, TX 78701 1-800-982-6362 or www.txlifega.org For questions about insurance, contact:

**Texas Department of Insurance** P.O. Box 149104 Austin, TX 78714-9104 1-800-252-3439 or <u>www.tdi.texas.gov</u>

**Note:** You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.



P.O. Box 427, Columbia, South Carolina 29202 1-800-433-3036 www.aflacgroupinsurance.com

Group Term Life Insurance Policy Non-participating

**POLICYHOLDER:** FORT BEND ISD **POLICY NUMBER:** CTR0026193866

POLICY EFFECTIVE DATE: January 1, 2025

POLICY ANNIVERSARY DATE: January 1, 2026 and each year after that

Continental American Insurance Company (referred to as CAIC) will provide benefits under this Policy. CAIC makes this promise subject to all of this Policy's provisions. A Certificateholder's benefits and rights under this Policy will not be less than those stated in the Certificate of Insurance.

The Policyholder should read this Policy carefully and contact CAIC promptly with any questions.

#### **POLICY SITUS:**

This Policy is issued in and governed by the laws of the state of Texas and in compliance with the Interstate Insurance Product Regulation Commission Standards, and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

#### **ENTIRE CONTRACT -** This entire contract consists of:

- All Policy provisions and any amendments and endorsements to this Policy and its Exhibits;
- The Certificate of Insurance and any amendments and endorsements to the Certificate of Insurance:
- The Policyholder's Signed application; and
- For Contributory Insurance, the Employee's completed Statement of Insurability form.

We will only make changes that are consistent with Interstate Insurance Product Regulation standards. Any endorsements or amendments used to effect such changes are subject to prior approval by the Interstate Insurance Product Regulation Commission and shall not affect the insurance provided until the effective date of the change, unless retroactivity is required by the Interstate Insurance Product Regulation Commission.

Signed for CAIC at its home office in Columbia, South Carolina on the Policy Effective Date.

## CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This Policy has been approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this Policy that on the provision's effective date is in conflict with Interstate Insurance Product Regulation Commission standards is amended to conform to the Interstate Insurance Product Regulation Commission standards as of the provision's effective date.

Virgil R. Miller, President

J. Matthew Loudermilk, Secretary

#### **TABLE OF CONTENTS**

	SECTION
COVER PAGE	1
TABLE OF CONTENTS	2
ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE	3
SCHEDULE OF BENEFITS	4
PREMIUM	5
END OF INSURANCE PROVIDED BY THIS POLICY	6
GENERAL PROVISIONS	7
DEFINITIONS	8
EXHIBITS	9

Exhibit 1, Schedule of Initial Premium Rates

#### **ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE**

The Eligibility and Effective Dates of Insurance provisions for each eligible class provided under this Policy are set forth in the Certificate(s) issued with this Policy and the appropriate records of the Policyholder and Us. Provisions setting forth the conditions, if any, under which We require a person to furnish evidence of insurability satisfactory to Us to obtain coverage, are also set forth in the Certificates(s).

#### **SCHEDULE OF BENEFITS**

The Schedule of Benefits which apply under this Policy are set forth in the Certificates attached to this Policy.

#### **PREMIUM**

#### **Premium Payments**

This Policy, and the insurance provided under it, is issued in return for the payment of required Premiums by the Policyholder.

Premiums are payable at the address shown on Exhibit 1 Schedule of Initial Premium Rates. The first Premium is due on and payable on or before the effective date of this Policy. Later Premiums are due on each succeeding Premium Due Date as stated on the Premium Exhibit. These dates are the Premium Due Dates. All amounts are to be paid in United States dollars.

CAIC and the Policyholder may agree upon a different frequency for the payment of Premiums. In that case, Premium Due Dates will be adjusted to reflect the agreed upon frequency.

If this Policy ends for any reason, all Premiums due must be paid. If We accept Premium after the date this Policy ends, this will not act to reinstate this Policy. We will refund any unearned Premium to the Policyholder.

#### **Cost of Insurance**

The initial Premium rate(s) in effect on the Policy Effective Date are those determined by Us.

The initial Premium rates for this Policy are indicated on Exhibit 1 attached to this Policy.

The initial Premium rate(s) will be shown on the billing notice(s) or similar document sent to the Policyholder.

The Premium due on any Premium Due Date is determined by the total amount of insurance provided under this Policy on such date, multiplied by the appropriate Premium rate(s) that are in effect on that date, subject to any premium adjustments, if applicable. We may use any reasonable method to compute Premiums due under this Policy.

#### **Premium Contributions from Employees**

Each Certificate issued with this Policy describes if insurance is Contributory Insurance or Noncontributory Insurance for each class of Insured Persons.

#### **Contributory Insurance**

The Policyholder determines the amount, if any, of each Employee's Contribution toward the cost of the insurance under this Policy. The maximum amount that an Employee may be required to contribute to the cost of such insurance will not exceed the Premium charged for such insurance.

If this Policy, or a line of coverage under this Policy, terminates for any reason, the Policyholder must refund or otherwise account to each Employee all Contributions received or withheld from Employees for Premiums not actually paid to, or Premium amounts refunded to the Policyholder by Us.

#### **Initial Rate Guarantee and Rate Changes**

A change in premium rates will not take effect before the later of the expiration of the rate guarantee period or the Policy Anniversary Date. Refer to the Schedule of Initial Premium Rates Exhibit for the rate guarantee period.

During the rate guarantee period, we may change the Premium rates in accordance with the "Right To Change Premium Rates" provision below. The rate guarantee in no way affects, amends, or supersedes any other provision in this Policy.

#### Right to Change Premium Rates

Premium rates may be changed:

- 1. On any date on or after the first Policy Anniversary Date, except as may be required by any rate guarantee period. We will notify the Policyholder In Writing at least 31 days prior to such change.
- 2. At any time, even during the rate guarantee period, We may change Premium rates for changes which materially affect the risk or cost assumed for the insurance provided by this Policy, as follows:
  - a) on the date this Policy is changed by rider, amendment or endorsement;
  - b) on the date a division, subsidiary, associated company, affiliated company, branch or similar entity, is added or deleted from this Policy for any reason, including organizational restructuring, acquisition, spin-off or similar situations;
  - c) when there is a significant change in the geographic distribution of Employees or Certificateholders; or
  - d) there was a material misrepresentation in any experience reported to Us during the pre-sale process.
- 3. On any other date CAIC and the Policyholder mutually agree to In Writing.
- 4. At any time, even during the rate guarantee period, when any law, regulation or Interstate Insurance Product Regulation Commission standard is enacted, promulgated, amended or clarified, or the administration of such laws, regulations or standards requires:
  - a) a change in the insurance provided by this Policy;
  - b) a change in a class or classes of persons eligible for insurance under this Policy;
  - c) a change that affects Our benefit obligations under this Policy; or,
  - d) a change that results in additional tax(es) to be paid.

We will notify the Policyholder In Writing at least 31 days before a Premium rate is changed.

New Premium rates will apply only to Premiums that become due on or after the date the rate change takes effect.

#### **Adjustments in Premium Due**

Premium increases or decreases which take effect during a Policy Month are adjusted and due on the next Premium Due Date following the change. Changes will not be pro-rated daily.

Premium charges for new Insured Persons or for increases in insurance amounts will begin on the Premium Due Date which coincides with or next follows the date of the addition or the change.

However, if evidence of insurability is required for such insurance, Premium will be charged as of the date such insurance takes effect.

For any insurance that is added, increased, or becomes effective after this Policy or a plan of insurance is in force, the Premium charges will begin on:

- the next scheduled bill date; or
- the effective date of the change.

Otherwise the premium changes will begin on the first day of the next Policy Month.

Premium charges for terminated persons will end, and decreases for insurance amounts will begin, on the Premium Due Date which coincides with or next follows the termination or the change in amount.

For insurance which is decreased or terminated, Premium charges will be adjusted as of the first day of the next Policy Month or the effective date of the change.

This method of charging Premium will neither commence any insurance after the date it would otherwise begin nor extend any insurance coverage beyond the date it would otherwise terminate pursuant to the applicable effective date or termination provisions of this Policy.

If insurance ends because this Policy ends, or because insurance for a class of persons ends, Premium for such insurance will be charged to the date it ends. If insurance ends for any other reason, Premium will be charged to the end of the Policy Month in which such insurance ends.

For insurance which is decreased or terminated, Premium charges will be adjusted as of the first day of the next Policy Month, the next scheduled bill date or the effective date of the change.

If Premiums are paid on other than a monthly basis, Premiums for increases and decreases will result in a monthly pro-rated adjustment on the next Premium Due Date.

If Premiums are payable less often than monthly, Premium charges or credits for increases and decreases will result in pro-rated adjustment on the next Premium Due Date for the number of Policy Months between the date Premium charges start or cease and the end of the Premium-paying period.

We will only adjust Premium for the current policy year and the prior policy year. Where permitted by applicable law of the governing jurisdiction, in the case of fraud, Premium adjustments will be made for all policy years.

The new Premium will apply only to Premiums due on or after the date the rate change takes effect. Each Premium due will include any adjustment in past Premiums which is caused by those changes which have not been taken into account at a prior date.

#### **Premium Refunds and Adjustments**

#### **Retroactive Adjustments**

We have the right, but not the obligation, to conduct reviews of the Policyholder's eligibility adjustments to verify compliance with this Policy. If We notify the Policyholder In Writing of any underpayments when confirmed by Us, the Policyholder must make payment of an underpayment within 30 days of receipt of Written notice from Us, unless other arrangements are agreed to by Us In Writing.

We will refund an overpayment to the Policyholder within 120 days of the date the overpayment is confirmed by Us. The Policyholder may only receive a maximum of 3 month's credit for any correction due to the Policyholder's failure to timely notify Us of changes including but not limited to, a reduction in, or cancellation of benefits. We may reduce any such credits by the amount of any Premium due or payments made on behalf of an Insured Person before the correction was requested.

Retroactive additions of eligible persons will be made solely by Us and be based upon eligibility guidelines stated in the Certificate and are subject to the payment of all applicable Premiums.

#### **Administrative Services Reimbursement**

We may reimburse the Policyholder for a portion of the fee charged by the enrollment firm or administration platform provider to enroll their Employees.

#### **Notice of Non-Insurance Benefits**

CAIC may, at Our discretion, allow offers of goods, services, and/or discount plans or programs alongside CAIC coverage. These goods, services, and/or discount plans or programs are not insurance. Such goods, services, and/or discount plans or programs are intended to enhance the value of insurance coverage and may include programs designed to enhance health, incent behavioral changes to improve health or reduce risk, enhance financial wellness, educate about risk of loss, mitigate and/or control losses, monitor risk of loss to develop strategies that eliminate or reduce risk, reduce claims and/or settlement costs, provide post-loss services and/or promote policy or customer service innovation.

While CAIC may provide access to goods, services and/or discount plans or programs, the third party providers of the goods, services, and/or discount plans or programs are responsible for the provision of such goods, services, and/or discount plans or programs. CAIC is not responsible for the provision of such goods, services, and/or discount plans or programs nor are we liable for the failure of the provision of the same. Further, CAIC is not liable to the applicants/insureds/dependents for the negligent provision of such goods, services, and/or discount plans or programs by third party providers.

#### **Grace Period**

Each Premium due, after the initial Premium, may be paid up to 31 consecutive days after its Premium Due Date. This period is the grace period.

Coverage will stay in effect during the grace period. Coverage will terminate at the end of the grace period, if premium is not received in full. We will notify the Policyholder In Writing during the grace period. If We fail to give Written notice to the Policyholder by the end of the grace period, such insurance will continue in effect until the date notice is given.

The Policyholder may notify Us In Writing of its intent to terminate this Policy or a plan of insurance provided under this Policy prior to the end of the grace period in accordance with this Policy's terms and conditions. In this case, this Policy or the plan of insurance will end on the later of:

- the date stated in the notice: or
- the date We receive the notice.

The Written notice to be given by Us and required by the second paragraph of this provision will not be necessary if the Policyholder notifies Us of its intent to end this Policy or a plan of insurance. Premium will remain due if the Policyholder replaces this Policy but does not notify Us.

Premiums for this Policy may be paid in separate bills covering categories of Employees set up by the Policyholder. If Premium is not paid for a category of Employees, We can end insurance for such Employees as set forth above.

In our sole discretion, we may extend a grace period by giving Written notice to the Policyholder. Such notice will state the date insurance will end if the Premium remains unpaid.

We may accept a partial payment of Premium due without waiving Our right to collect the entire amount due. If We expressly agree to accept late payment of a Premium without terminating this Policy, the Policyholder remains liable for all Premiums during the extended period.

The Policyholder is required to pay a pro rata premium for any period this Policy was in force during the grace period. Premiums must be paid for a grace period, any extension of such period, and any period insurance was in effect for which Premium was not paid. We may recover from the Policyholder Our costs of collecting any unpaid Premiums, including reasonable attorneys' fees and costs of litigation.

#### END OF INSURANCE PROVIDED BY THIS POLICY

#### **Termination by Mutual Consent**

This Policy can be terminated at any time by the mutual Written consent of the Policyholder and Us. In this case, termination will be effective on the date stated in Writing.

#### **Termination by the Policyholder**

The Policyholder can end this Policy by giving 31 days' advance Written notice to Us. The notice must state when such termination will occur. In this case, this Policy will end on the later of the date stated in the Written notice, or the date We receive the notice. It will not be effective during a period for which a Premium has been paid to Us for the coverage.

#### **Termination by Us**

We can end this Policy, or one or more of the plans of insurance provided by this Policy:

- 1. for non-payment of Premium when due, as set forth in the grace period provisions;
- 2. for any reason on any Policy Anniversary, except during any rate guarantee period for insurance affected by the rate guarantee period, by giving 31 days' advance Written notice to the Policyholder;
- 3. in the event of fraud by the Policyholder by giving 31 days' advance Written notice to the Policyholder;
- 4. on any Premium Due Date upon 31 days' Written notice, if on such date:
  - a) there are fewer than 25 Employees insured;
  - b) for Noncontributory Insurance, fewer than 100% of those Employees eligible are insured;
  - c) for Contributory Insurance, fewer than 10% of those Employees eligible are insured; or
  - d) the Policyholder changes its eligibility or participation requirements without Our consent; or
  - e) the Policyholder ceases to meet the requirements for an eligible group as defined under any applicable law or regulation.
- 5. on any Premium Due Date, by giving the Policyholder 31 days' advance Written notice, if the Policyholder fails to provide information or perform any obligations required by this Policy, or any applicable law;
- 6. if We determine that there is a 10.00% change in the number of lives, or a significant change in the occupation or age of the Eligible Class(es) as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Policyholder and/or its persons; or
- 7. on the date on which the last Certificate in effect under this Policy ends.

We reserve the right to review and terminate all class(es) covered under this Policy if any class(es) cease(s) to be covered.

#### **Notice of Termination**

The Policyholder must give Written notice of this Policy ending to all Certificateholders as soon as reasonably possible, but not later than 30 days prior to the date of termination. The Written notice will include information regarding the Certificateholder's right to conversion and other rights, if any, as provided in the Certificate.

#### **Effect of Termination**

The termination of this Policy will not relieve either party from any obligation incurred before the date of termination. If this Policy or a plan of insurance provided by this Policy is terminated, the cancellation will not affect a payable claim.

#### Reinstatement

We will not reinstate this Policy after it has terminated. To become insured after insurance has stopped, the Policyholder must submit a new application.

#### **Continuation of Coverage and Life Insurance Conversion Rights**

The Policyholder or the Policyholder's designee is responsible for notifying each Insured Person of their right to continue coverage according to the continuation provisions in the Certificate(s) and applicable law, if any.

The Policyholder or the Policyholder's designee is responsible for providing notification to each Employee after termination or reductions to life insurance coverages, of their conversion right and

portability options in the time frame set forth in the Certificates, including a description of plans available, premium amounts, and application forms.

#### **Continuation of Certain insurance**

Under circumstances described in the Certificate(s) included in this Policy, Certificateholders and their insured Dependents may be entitled to elect to continue insurance if this Policy ends. If on or after the date this Policy would otherwise end there are Certificates in effect under which one or more Certificateholders have elected to continue insurance after this Policy ends in accordance with the terms and conditions specified in their Certificates, this Policy will be deemed to continue in effect but only with respect to those Certificateholders.

#### **GENERAL PROVISIONS**

#### **Policy Changes or Waivers**

This Policy may be changed. Only the president and secretary of CAIC can approve a change. The approval must be in Writing and endorsed on or attached to this Policy. No other person, including an agent, may change this Policy or waive any part of it. A copy of any rider, amendment, or endorsement issued will be provided to the Policyholder for attachment to this Policy and for attachment to the Certificate(s) if the change affects the Certificate(s).

The terms and provisions of this Policy, a Certificate, and an Exhibit issued under this Policy may be changed, at any time, without the consent of the Insured Persons or anyone else with a beneficial interest in it. We will only make changes that are consistent with Interstate Insurance Product Regulation Commission standards.

**Mutual Consent:** This Policy may be changed by rider, amendment, or endorsement at any time by mutual Written agreement of the Policyholder and Us. Such changes must be In Writing and Signed by the president and secretary of CAIC and by an authorized representative of the Policyholder. Changes must be consistent with Interstate Insurance Product Regulation Commission standards.

**All Other Changes:** This Policy may also be changed by amendment or endorsement issued by Us without the consent of the Policyholder with 31 days' Written notice to the Policyholder. This change will be made by Written endorsement and Signed by the president and secretary of CAIC. Changes must be consistent with Interstate Insurance Product Regulation Commission standards.

Changes by rider, amendment or endorsement are limited:

- to incorporate provisions agreed upon prior to issuance of this Policy;
- to correct an error in this Policy, including any Certificate issued to anyone;
- to a change in Interstate Insurance Product Regulation Commission standards, or any state, local, or federal law, regulation, or ruling of a jurisdiction that affects a person covered under this Policy:
- to a change in the administration of applicable Interstate Insurance Product Regulation Commission standards, or local, state or federal law or regulation;
- to reflect a change in Our administrative practices;
- to reflect policy liberalizations to the extent such changes do not result in either a reduction in or the elimination of benefits or coverage, or an increase in Premiums; and
- to reflect the exercise of a right or rights set forth under the terms of this Policy.

Payment of the applicable Premium after notice of the proposed changes will be deemed to constitute the Policyholder's Written agreement of those changes on behalf of all persons covered under this Policy.

Any rider, endorsement, or amendment will not affect the insurance provided under Certificates until the effective date of the change, unless retroactivity is required by the Interstate Insurance Product Regulation Commission, or any state, local, or federal law, regulation, or ruling of a jurisdiction that affects a person covered under this Policy. Riders, amendments, and endorsements are subject to prior approval by the Interstate Insurance Product Regulation Commission.

A copy of the rider, endorsement, or amendment will be provided to the Policyholder for attachment to this Policy. Changes that affect Certificates issued under this Policy will be evidenced by a replacement

Certificate, or Certificate riders, amendments, or endorsements issued to the Policyholder, or the Policyholder's designee, for delivery to each Certificateholder.

Any rider, endorsement, or amendment added to this Policy after the date of issue that diminishes rights, benefits, or coverage in this Policy will require Signed acceptance by the Policyholder.

Changes may only be made on forms approved by the Interstate Insurance Product Regulation Commission and must be consistent with Interstate Insurance Product Regulation Commission standards.

#### **Certificate of Insurance**

We will furnish the Policyholder or the Policyholder's designee with a Certificate of Insurance for delivery to each Insured Person. The Certificate of Insurance describes the benefits and rights under the Certificate of Insurance. A Certificateholder's benefits and rights under this Policy will not be less than those stated in the Certificateholder's Certificate of Insurance. It is the Policyholder's responsibility to deliver the Certificate of Insurance to the Certificateholder. Upon the Certificateholder's request, the Policyholder or its plan administrator will deliver a paper copy of the Certificate of Insurance to the Certificateholder.

#### **Time Period**

For purposes of effective dates and ending dates under this Policy, all days begin at 12:01 a.m. standard time and end at 12:00 midnight standard time at the Policyholder's address.

#### Access to Records and Right to Audit

The Policyholder must make payroll and other records directly related to an Employee's coverage under this Policy available to Us for inspection, at Our expense, at the Policyholder's office, during regular business hours, upon reasonable advance request. This provision will survive termination of this Policy.

We reserve the right to audit the Policyholder's billing records and premium accounting practices once a year during business hours upon 30 days' Written notice. The Policyholder is responsible for providing Us enrollment information including but not limited to enrollment forms, beneficiary information, and information requested for a regulatory exam or legal action, underwriting or compliance audit or fraud investigation. The Policyholder agrees to provide these documents in a reasonable time period, generally within two business days.

#### **Newly Eligible Persons**

All new persons eligible for coverage or a new class of coverage may be added when they become eligible.

#### Incontestability

Any statement made by the Policyholder is considered a representation and not a warranty. We will not use such statements to reduce or deny a claim or cancel insurance, unless it is in a Written application which has been made a part of this Policy.

We will not use such statements to contest the insurance under this Policy after this Policy has been in effect for two years from its effective date or the last date of reinstatement, except in the case of fraud, where permitted by applicable law of the governing jurisdiction. For any applied for increases in coverage, a new two year contestability period is applicable to the amount of the applied for increase.

No statement will be used to contest the insurance under this Policy unless the statement is material to the risk accepted by Us.

#### **Information Needed and Policy Administration**

All information necessary to compute Premiums and carry out the terms of this Policy will be provided by the Policyholder to Us.

#### Such information:

- must be provided in a timely manner and in a format as agreed to by Us and the Policyholder;
- will be provided, maintained and administered as agreed to In Writing by the president and secretary of CAIC and the Policyholder; and

 if maintained by the Policyholder, may be examined by Us or Our designee at any reasonable time.

Any act undertaken by the Policyholder that relates to the insurance provided under this Policy must be consistent with the terms of this Policy and with Our requirements; including but not limited to the eligibility requirements for coverage as set forth in the Certificates.

We will not be liable to Insured Persons for the fulfillment of any obligation prior to information being received by Us In Writing in a form satisfactory to Us.

The Policyholder must notify Us of the date in which an Employee's employment ceases for the purpose of termination of coverage under this Policy. Subject to applicable law, unless otherwise provided in the Certificate(s), We will consider an Employee's employment to continue until stopped by the Policyholder.

This provision will survive termination of this Policy.

#### **Clerical Error of Data**

If the Policyholder or CAIC make a clerical error in keeping or providing the data, the Premium and/or benefits will be adjusted as warranted, according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended, or create insurance coverage where no coverage existed.

#### **Misstatement of Age**

If an Insured Person's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust Premiums and/or benefits.

#### **Electronic Transactions**

Any transaction relating to this Policy may be conducted by electronic means if performance of the transaction is consistent with applicable law. Any notice required by the provisions of this Policy given by electronic means will have the same force and effect as notice given as a Written document.

#### Interpretation of this Policy

If this Policy comprises a part of an employee benefits plan, We retain authority to determine eligibility under this Policy's terms, make factual determinations, to interpret Policy terms and to ascertain whether and to what extent the claimant and beneficiaries are entitled to benefits. We have no authority or responsibility as to any other benefit which may be provided beyond this Policy, or any other plan of benefits.

We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy and the Certificate(s) in order to promote orderly and efficient administration. Our failure to implement or insist upon compliance with any provision of this Policy at any given time or times does not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums. This applies regardless if the circumstances are the same.

#### Non-Dividend Paying

This Policy does not pay dividends.

#### **Compliance with Economic Sanctions Law or Regulation**

Notwithstanding any other terms under this Policy, We will not provide coverage nor will We make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this Policy to the extent that such coverage, payment, service, benefit, or any business or activity of an Insured Person would violate any applicable trade or economic sanctions law or regulation.

#### **Relationship between the Parties**

The relationship between the parties is a contractual relationship between independent contractors. Neither party is an agent or employee of the other.

#### **Delegation and Subcontracting**

The Policyholder acknowledges and agrees that We may enter into arrangements with third parties to delegate functions under this Policy such as We determine appropriate in Our determination and as consistent with applicable laws and regulations. The Policyholder also acknowledges that Our arrangements with third party vendors are subject to change in accordance with applicable laws and regulations.

#### **Money Payable**

All monies payable by or to Us will be paid in United States dollars.

#### **DEFINITIONS**

**Certificate** means the document which describes the Insured Person's benefits and rights under this Policy, and includes any riders, endorsements or amendments, notices, or other attachments to the Certificate. The Certificate(s) is a part of this Policy. An Insured Person's benefits and rights under this Policy will not be less than those stated in the Certificate.

**Certificateholder** means the person who is eligible for benefits provided by this Policy, who has received a Certificate of Insurance, and for whom Premium has been paid.

**Contribution** means any amount the Policyholder may require the Insured to pay toward the total Premium due for this Policy.

**Contributory Insurance** means insurance for which the Policyholder requires the Insured Person to pay all or a portion of the Premium. The Certificate of Insurance specifies who pays the cost of the coverage. The maximum amount that an Employee may be required to contribute to the cost of insurance may not exceed the Premium charged for such insurance.

**Dependent** means any person who qualifies as a Dependent under the Certificates attached to this Policy for whom Premium has been paid.

**Employee** means any person who qualifies as an Employee under the Certificates attached to this Policy for whom Premium has been paid.

**Employer** means the Policyholder an entity that has been approved by Us for coverage under this Policy issued to the Policyholder, which includes any division, subsidiary, or affiliated company named in this Policy.

**Exhibit** means any attachment to this Policy referred to in the Schedule of Exhibits. An Exhibit to this Policy includes a Schedule of Initial Premium Rates; and other attachments as agreed to by the Policyholder and Us.

*Insured Person* means an Employee who is eligible for coverage and for which Premium is paid.

*Minimum Participation Number* means the minimum amount of Certificateholders required to keep this Policy active.

**Policyholder** means the Employer to whom this Policy is issued and who sponsored the coverage for its Employees.

**Policy Month** means the one month period beginning on the Policy Effective Date as defined on the Premium Exhibit attached to this Policy, as defined on the Face Page of this Policy. Subsequent Policy Months will begin on the same day of each subsequent calendar month.

**Premium** means the amount that must be paid to Us for the insurance provided under this Policy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic media, or other durable media and which is acceptable to Us and consistent with applicable law.

We, Us, and Our (with or without initial capital letters) means Continental American Insurance Company.

*Written or In Writing* means a record which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

#### **EXHIBIT 1**

#### **SCHEDULE OF INITIAL PREMIUM RATES**

This schedule lists the initial Premium rates on the effective date of this Policy. Rates are subject to change in accordance with the Premium Rate Changes Provision of this Policy.

Effective Date: January 1, 2025

**Premium Due Date:** The Policy Effective Date and the 1<sup>st</sup> -28<sup>th</sup> day of each succeeding

calendar month

Premiums are payable at: Continental American Insurance Company

PO Box 84069 • Columbus, Georgia 31908-4069

**Employer:** The Policyholder An entity that has been approved by Us for

coverage under this Policy issued to the Policyholder, which includes any division, subsidiary, or affiliated company named in this Policy.

Eligible Classes of Employees to which this Schedule applies:

All Classes

**Minimum Participation Number:** 0

### FORT BEND ISD - Semi-Monthly

			1	lon Tobac	co Type-E	mployee				
Issue Age	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000	\$70,000
18- 25	17.02	20.42	23.83	27.23	30.64	34.04	37.45	40.85	44.25	47.66
26 - 30	19.96	23.95	27.94	31.93	35.93	39.92	43.91	47.90	51.89	55.88
31 - 35	22.63	27.15	31.68	36.20	40.73	45.25	49.78	54.30	58.83	63.35
36 - 40	28.56	34.28	39.99	45.70	51.41	57.13	62.84	68.55	74.26	79.98
41 - 45	37.19	44.63	52.06	59.50	66.94	74.38	81.81	89.25	96.69	104.13
46 - 50	48.79	58.55	68.31	78.07	87.83	97.58	107.34	117.10	126.86	136.62
51 - 55	60.38	72.45	84.53	96.60	108.68	120.75	132.83	144.90	156.98	169.05
56 - 60	89.25	107.10	124.95	142.80	160.65	178.50	196.35	214.20	232.05	249.90
61 - 65	108.94	130.73	152.51	174.30	196.09	217.88	239.66	261.45	283.24	305.03
66 - 70	168.56	202.28	235.99	269.70	303.41	337.13	370.84	404.55	438.26	471.98
71 +	168.56	202.28	235.99	269.70	303.41	337.13	370.84	404.55	438.26	471.98

	Non Tobacco-Spouse									
Issue Age	\$12,500	\$15,000	\$17,500	\$20,000	\$22,500	\$25,000	\$27,500	\$30,000	\$32,500	\$35,000
18- 25	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
26 - 30	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
31 - 35	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
36 - 40	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
41 - 45	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
46 - 50	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
51 - 55	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
56 - 60	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
61 - 65	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
66 - 70	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83
71 +	9.58	11.50	13.42	15.33	17.25	19.17	21.08	23.00	24.92	26.83

				Tobac	cco-Emplo	yee				
Issue Age	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000	\$55,000	\$60,000	\$65,000	\$70,000
18- 25	22.58	27.10	31.62	36.13	40.65	45.17	49.68	54.20	58.72	63.23
26 - 30	27.46	32.95	38.44	43.93	49.42	54.92	60.41	65.90	71.39	76.88
31 - 35	32.94	39.53	46.11	52.70	59.29	65.88	72.46	79.05	85.64	92.23
36 - 40	41.75	50.10	58.45	66.80	75.15	83.50	91.85	100.20	108.55	116.90
41 - 45	53.79	64.55	75.31	86.07	96.83	107.58	118.34	129.10	139.86	150.62
46 - 50	71.50	85.80	100.10	114.40	128.70	143.00	157.30	171.60	185.90	200.20
51 - 55	86.88	104.25	121.63	139.00	156.38	173.75	191.13	208.50	225.88	243.25
56 - 60	129.29	155.15	181.01	206.87	232.73	258.58	284.44	310.30	336.16	362.02
61 - 65	170.96	205.15	239.34	273.53	307.73	341.92	376.11	410.30	444.49	478.68
66 - 70	256.23	307.48	358.72	409.97	461.21	512.46	563.70	614.95	666.20	717.44
71 +	256.23	307.48	358.72	409.97	461.21	512.46	563.70	614.95	666.20	717.44

				Toba	acco-Spou	ıse				
Issue Age	\$12,500	\$15,000	\$17,500	\$20,000	\$22,500	\$25,000	\$27,500	\$30,000	\$32,500	\$35,000
18- 25	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
26 - 30	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
31 - 35	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
36 - 40	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
41 - 45	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
46 - 50	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
51 - 55	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
56 - 60	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
61 - 65	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
66 - 70	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11
71 +	12.90	15.47	18.05	20.63	23.21	25.79	28.37	30.95	33.53	36.11



P.O. Box 427, Columbia, South Carolina 29202 1-800-433-3036

#### **Child Term Life Insurance Rider**

This rider is a part of the Certificate and is subject to all Certificate provisions unless modified here.

**WHEN DOES THIS RIDER BECOME EFFECTIVE?** This rider becomes effective on the Certificate Effective Date unless otherwise stated in the Certificate Schedule.

**WHAT DOES THIS RIDER PROVIDE?** This rider provides life insurance coverage on the Certificateholder's covered Children. For benefits to be payable, We must receive proof that the covered Child died while this rider was in force.

WHO IS CONSIDERED A CHILD? A Child is as defined in the Certificate to which this rider is attached. Insurance on each newborn Child will become effective on the later of: (1) the date the Child attains the age of 14 days or (2) the date the Child is first released from the hospital after birth. A Child will no longer be a covered Child after the Child's 26th birthday. Our acceptance of Premium after such date will be considered as Premium for only the remaining persons who qualify as Insured Persons under this rider. You must notify Us In Writing of any changes that will affect this rider. After such notice, We will arrange for the payment of the appropriate Premium due, including returning any unearned Premium.

**CAN COVERAGE CONTINUE FOR A COVERED CHILD WITH A DISABILITY?** Coverage may continue for a Child who is incapable of self-sustaining employment by reason of mental or physical disability and who continues to meet the definition of Child except for the age limit. See the *EXCEPTIONS TO END OF INSURANCE* section of Your Certificate for details.

WHAT IS THE AMOUNT OF INSURANCE ON THE COVERED CHILD? The amount of insurance for this rider on each covered Child is listed in the Certificate Schedule of Benefits. We will pay the Death Benefit to:

- The Certificateholder, if living, unless another Beneficiary has been elected In Writing; otherwise.
- We may at Our option pay the benefit to Your surviving Spouse or to Your estate.

If the Certificateholder and the covered Child die within a 24 hour period, We will pay all payable benefits under this rider to Your Beneficiary, or We may pay Your estate.

**IS THERE A BENEFIT LIMITATION IF THE COVERED CHILD COMMITS SUICIDE?** If the covered Child commits suicide, while sane or insane, within 2 years from the rider effective date, death benefits will not be paid. We will refund all Premiums paid for this rider.

**WHAT HAPPENS IF THE CERTIFICATEHOLDER DIES?** If the Certificateholder dies while this coverage is in force this rider will terminate. We will refund any portion of Premium paid on this rider for the period beyond the date of the Certificateholder's death.

**CAN THIS RIDER BE CONVERTED?** When the Child's coverage under this rider ends for any reason other than nonpayment of Premium or the Child attaining the limiting age for coverage under the Certificate, this rider may be eligible for conversion to a new individual life insurance policy then customarily issued or administered by Us or another company of Our choosing, excluding term life insurance. See "Is There A Conversion Option For Dependent Life Insurance?" in the *LIFE INSURANCE CONVERSION OPTION* section of Your Certificate for more information on the right of conversion.

\*B000314504202619386690004902875\*

**WHAT IS THE TERM PERIOD?** The term period of this rider begins on the date this rider becomes effective and ends for each covered Child on the covered Child's 26th birthday. The term period is not renewable.

WHEN WILL THIS RIDER END? This rider will end on the earliest of:

- The date We receive Your Written request to cancel this rider;
- · The date any Premium remains unpaid after the end of the grace period;
- The date the Certificate terminates; or
- The youngest covered Child's 26th birthday.

If this rider ends, the total annual Premium for the Certificate will be reduced accordingly.

**CAN THIS RIDER BE REINSTATED?** All of the reinstatement requirements described in Your Certificate apply to this rider.

**IS THERE ANY GENERAL INFORMATION I SHOULD KNOW?** This rider is a part of the Certificate to which it is attached. All provisions of the Certificate that do not conflict with the rider provisions will also apply to this rider. This rider has no cash value or loan value and does not participate in dividends.

Virgil R. Miller, President

J. Matthew Loudermilk, Secretary



P.O. Box 427, Columbia, South Carolina 29202 1-800-433-3036

#### **Accidental Death Benefit Rider**

This rider is for the Certificateholder and Insured Spouse, if any. It is a part of the Certificate and is subject to all Certificate provisions unless modified here.

**WHEN DOES THIS RIDER BECOME EFFECTIVE?** This rider becomes effective on the Certificate Effective Date.

**WHAT DOES THIS RIDER PROVIDE?** This rider provides an Accidental Death Benefit, subject to the exclusions, for the Certificateholder's death by accidental Injury.

While this rider is in force, We will pay an additional amount equal to the Life Insurance Benefit Amount of insurance, as shown in the Certificate Schedule of Benefits, when We receive proof satisfactory to Us that the Certificateholder's death resulted from accidental Injury. Benefits payable under this rider due to Your death will be payable to Your Beneficiary. Benefits payable under this rider due to the death of Your Insured Spouse will be payable to You.

WHAT DOES DEATH BY ACCIDENTAL INJURY MEAN? Death by accidental injury, as used in this agreement, means that the Certificateholder's death must:

- Occur as the direct result of an accidental bodily Injury that is not foreseen, expected or intended. "Injury" means a bodily injury sustained by the Certificateholder which is the direct result of an accident, independent of sickness, disease, bodily infirmity, mental illness, or any other cause, and which occurs while this rider is in force;
- Occur as a result of a cause other than one stated under WHAT RISKS ARE NOT ASSUMED?;
- Occur on or after the effective date of this rider.

Death must occur as a direct result of Injuries sustained in a covered accident and must occur within 180 days of such accident. Unless prohibited by law, We have the right to examine the body and have an autopsy done at any time.

**WHAT RISKS ARE NOT ASSUMED?** Benefits under this rider will not be payable if the Certificateholder's death results from, is caused or contributed to by:

- War, or an act of war (including any armed aggression resisted by the armed forces of any country or combination of countries), whether such war is declared or undeclared;
- Suicidé:
- Any bodily or mental infirmity or disease, except a bacterial infection occurring with or through an accidental Injury;
- Committing or attempting to commit an assault or felony;
- Driving a motor vehicle while intoxicated as defined by the jurisdiction where the accident occurred;
- The voluntary taking of:
  - Any drug, medication, or sedative unless as prescribed by a Doctor; or
  - Any poison (except for food poisoning), including carbon monoxide, unless a direct result of an occupational accident;
- Operating, riding in, or descending from any kind of aircraft, or subsequent drowning, if the Certificateholder:
  - Is a pilot, officer, or member of the crew;
  - Is in an aircraft which is being flown for the purpose of descent from such aircraft while in flight;
  - Is giving or receiving any kind of training or instructions; or

\*B000314504202619386690004902877\*

Has any duties aboard such aircraft.

WHAT DEFINITIONS APPLY? All of the definitions in Your Certificate and this rider apply, including the below:

Insured Person: for the purposes of this rider, Insured Person means You and Your Insured Spouse.

WHEN WILL THIS RIDER END? This rider will end on the earliest of:

- The date We receive Your Written request to cancel this rider;
- The date any Premium remains unpaid after the end of the grace period;
- The date the Certificate terminates; or
- The Month following the Certificateholder's 60th birthday; or 10 years after the effective date if issued after the Certificateholder has reached age 70.

Termination of this rider will not prejudice the payment of benefits for any accident that occurred while the rider was in force. If this rider ends, the total annual Premium for the Certificate will be reduced accordingly.

**CAN THIS RIDER BE REINSTATED?** All of the reinstatement requirements described in Your Certificate also apply to this rider.

**IS THERE ANY GENERAL INFORMATION I SHOULD KNOW?** This rider is a part of the Certificate to which it is attached. All provisions of the Certificate that do not conflict with the rider provisions will also apply to this rider. This rider has no cash value or loan value and does not participate in dividends.

Virgil R. Miller, President

J. Matthew Loudermilk, Secretary



P.O. Box 427, Columbia, South Carolina 29202 1-800-433-3036

#### Waiver of Premium Benefit Rider

This rider is for the Total Disability of the Certificateholder **only**. It is a part of the Certificate and is subject to all Certificate provisions unless modified here.

**WHEN DOES THIS RIDER BECOME EFFECTIVE?** This rider becomes effective on the Certificate Effective Date.

#### WHAT IS TOTAL DISABILITY or TOTALLY DISABLED?

Total Disability or Totally Disabled means You are:

- Not working at any job for pay or benefits,
  - Under the care of a Doctor for the treatment of a covered Sickness or a covered accidental injury, and
  - Unable to Work.

#### Unable to Work means either:

- You are unable to work at the occupation You were performing when Your Total Disability began, for the first 365 days of Total Disability; or
- You are unable to work at any gainful occupation for which You are suited by education, training, or experience after the first 365 days of Total Disability.

WHAT DOES THIS BENEFIT PROVIDE? After the Certificateholder is Totally Disabled for 6 continuous months, We will not require You to pay any Premium due on the Certificate and any attached riders, including any Dependent coverage, for up to 24 months as long as the rider or Certificate has not terminated prior to the Certificateholder's Total Disability. The Certificateholder must meet the definition of Totally Disabled, We must receive evidence satisfactory to Us that the Certificateholder remains Totally Disabled, and Total Disability:

- Commenced before the rider anniversary date following the Certificateholder's 70th birthday,
- · Began while this rider was in force, and
- Was continuous for 6 months or more.

**WHAT RISKS ARE NOT ASSUMED?** We will not waive Premiums if Total Disability is caused or contributed to by:

- Any attempt at suicide, or intentionally self-inflicted injury, while sane or insane;
- War, or any act of war, declared or undeclared, or any act incident thereto;
- Active participation in a riot, insurrection, or terrorist activity;
- Committing or attempting to commit a felony;
- Voluntary intake or use by any means of any drug, unless prescribed or administered by a
   Physician and taken in accordance with the Physician's instructions; or poison, gas, or fumes,
   unless a direct result of an occupational accident;
- Driving a motor vehicle while intoxicated, as defined by the jurisdiction where the Total Disability occurred: or
- Participation in an illegal occupation or activity.

**ON WHAT BASIS WILL PREMIUMS BE WAIVED?** Premiums due will be determined based on the frequency of Premium payment in effect on the day Total Disability began. Premiums due after the Certificateholder became Totally Disabled, but before We approve the required Proof of Total Disability, must be paid. We will send Written notice to the Certificateholder advising whether We have approved the waiver of Premiums and, if so, the amount of the Premiums to be waived. After We approve the

20

ICC22 C93304

Proof of Total Disability, We will refund any Premiums paid during the preceding 12 months, provided such Premiums were due after the Certificateholder became Totally Disabled.

We will not refund any Premiums waived under this rider.

We will stop waiving Premiums at the earliest of:

- The date of Your death:
- · The date We have waived Premiums for a total of 24 months of Total Disability;
- The date You refuse to provide Proof of continuing Total Disability;
- The date Your Total Disability ends; or
- The date coverage ends according to the DATE INSURANCE ENDS provisions in Your Certificate.

WHEN MUST THE CERTIFICATEHOLDER NOTIFY US? We must receive Written notice of the Total Disability at Our Administrative Office:

- · While the Certificateholder is living and Totally Disabled, and
- · Within one year after this rider terminates, or
- Within one year after the due date of any Premium that is requested of Us to waive or refund.

However, failure to give Us notice within the time provided will not affect the claim if it is shown that notice was given as soon as reasonably possible.

We must be notified as soon as the Total Disability ends.

**WHAT PROOF WILL BE REQUIRED?** The Certificateholder must furnish Proof satisfactory to Us of Total Disability before We will waive or refund any Premiums. We may from time to time require additional Proof satisfactory to Us that the Certificateholder continues to be Totally Disabled. We may also require one or more physical examinations of the Certificateholder at Our expense. However, We will not require a physical examination more frequently than once every six months.

WHAT IF TOTAL DISABILITY BEGINS DURING THE GRACE PERIOD AND A PREMIUM IS DUE? Premiums due after the Certificateholder became Totally Disabled, but before We approve the required Proof of Total Disability, must be paid to avoid a lapse of coverage. After We approve the Proof of Total Disability, We will refund any Premiums paid during the preceding 12 months, provided such Premiums were due after the Certificateholder became Totally Disabled. We will charge interest at the rate of 6% per year on the Premium due until it is paid. If the Certificateholder dies before it is paid, We will deduct the unpaid Premium and interest from the proceeds of the Certificate.

**WILL CERTIFICATE BENEFITS BE AFFECTED?** The waiver of Premiums will not reduce the amount payable under any settlement of the Certificate.

WHEN WILL THIS RIDER END? This rider will end on the earliest of:

- The date We receive Your Written request to cancel this rider;
- · The date any Premium remains unpaid after the end of the grace period;
- The date the Certificate terminates;
- · The Month following the Certificateholder's 70th birthday if Premiums are not being waived; or
- The Month following the Certificateholder's 70th birthday or the date the Certificateholder is no longer disabled if Premiums are being waived at age 70.

If this rider ends, the total annual Premium for the Certificate will be reduced accordingly.

**CAN INSURANCE BE CONVERTED WHEN WAIVER OF PREMIUM ENDS?** If You are not eligible for insurance under the Policy when the waiver of Premiums ends, Your and Your Dependent's insurance may be eligible for conversion to a new individual life insurance policy then customarily issued or administered by Us or another company of Our choosing, excluding term life insurance. See the LIFE INSURANCE CONVERSION OPTION section of Your Certificate for more information on the right of conversion.

ICC22 C93304

**CAN THIS RIDER BE REINSTATED?** All of the reinstatement requirements described in Your Certificate apply to this rider.

**IS THERE ANY GENERAL INFORMATION I SHOULD KNOW?** This rider is a part of the Certificate to which it is attached. All provisions of the Certificate that do not conflict with the rider provisions will also apply to this rider. This rider has no cash value or loan value and does not participate in dividends.

Virgil R. Miller, President

J. Matthew Loudermilk, Secretary



P.O. Box 427, Columbia, South Carolina 29202 1-800-433-3036

#### **Accelerated Benefit Rider**

This rider contains an **accelerated death benefit** for the Certificateholder and Insured Spouse, if any. It is a part of the Certificate and is subject to all Certificate provisions unless modified here.

NOTICE: Payment under this Accelerated Benefit Rider may be taxable. As with all tax matters, You should consult a personal tax advisor before requesting payment to assess any applicable tax implications. Payment under this Accelerated Benefit Rider may also affect eligibility for Medicaid, Supplementary Social Security Disability Income (SSDI), or other state assistance programs.

Payment under this Accelerated Benefit Rider will automatically reduce the amount of the Death Benefit payable in the Certificate by the accelerated amount. A disclosure statement showing the effect that such payment will have on Certificate benefits will be sent to the Certificateholder and irrevocable Beneficiary, if any, upon Our receipt of a request for a payment under this Accelerated Benefit Rider and again when payment is made.

**WHEN DOES THIS RIDER BECOME EFFECTIVE?** This rider becomes effective on the Certificate Effective Date.

WHAT IS AN ACCELERATED BENEFIT FOR A TERMINAL ILLNESS OR CHRONIC CONDITION? It is the amount of the Life Insurance Benefit Amount in the Certificate payable to You as a result of the Certificateholder's having a Terminal Illness or Chronic Condition. The Life Insurance Benefit Amount will reduce in accordance with the Age Benefit Reduction Rules in the Certificate.

**WHAT IS A TERMINAL ILLNESS?** It is a condition or illness, diagnosed by a Doctor after the Certificate Effective Date and while this rider is in force, from which the Certificateholder is unlikely to recover and will die within 12 months.

**WHAT IS A CHRONIC CONDITION?** A permanent inability to perform without Substantial Assistance from another individual two or more Activities of Daily Living (ADLs) or permanent severe Cognitive Impairment and similar forms of dementia.

IS THERE AN ELIMINATION PERIOD FOR A CHRONIC CONDITION? Payment under this rider for a Chronic Condition is subject to an Elimination Period. The Elimination Period is a period of 90 consecutive days during which the Certificateholder satisfies the definition of Chronic Condition. The Elimination Period begins on the first day that the Certificateholder satisfies the definition of Chronic Condition and ends at the end of the 90 days. During the Elimination Period, the Certificateholder is required to continuously satisfy the definition of Chronic Condition without interruption. If at the end of the Elimination Period the Certificateholder continues to satisfy the definition of Chronic Condition, You may apply for payment of proceeds under this rider.

**WHAT DOES THIS RIDER PROVIDE?** We will pay You a lump sum Accelerated Benefit payment for a Terminal Illness. For a Chronic Condition You may choose a lump sum payment or periodic payments.

**Lump-Sum Payment Method:** You may request a one-time lump sum payment for a Terminal Illness or Chronic Condition up to 50.00% of the Life Insurance Benefit Amount shown in the Certificate *SCHEDULE OF BENEFITS*. If any periodic payments have been made for a Chronic Condition and You later request a lump sum payment for a Terminal Illness for the same Insured Person, the amount payable will be minus any amount paid for a Chronic Condition under the Periodic Payments Method. If a lump sum payment has been made for either a Terminal Illness or a Chronic Condition, no further benefit will be payable under this rider and coverage under this rider will end for such Insured Person.

**Periodic Payments Method:** Instead of the lump sum payment described above, You may choose to receive periodic payments for a Chronic Condition. You may request up to a lifetime maximum of 25 periodic payments in the amount of 4.00% of the Life Insurance Benefit Amount shown in the Certificate *SCHEDULE OF BENEFITS*. After the initial payment, You will become eligible to request an additional periodic payment 30 days after the most recent periodic payment. Additional periodic payments may be paid only when You request. Each periodic payment must be separated by a period of 30 days or more from the most recent periodic payment. We may from time to time require additional Proof satisfactory to Us that the Chronic Condition persists. We will not ask for Proof more frequently than once every 6 months. Upon payment of 100% of the Life Insurance Benefit Amount for an Insured Person, coverage under the Certificate and attached riders will end for such Insured Person. Upon payment of 100% of the Life Insurance Benefit Amount for all Insured Persons, the Certificate and attached riders will terminate.

Payment is subject to the rights of any assignee of record or any irrevocable Beneficiary. The assignee or irrevocable Beneficiary must agree that any Accelerated Benefit paid for a Terminal Illness or Chronic Condition will automatically reduce the Death Benefit payable under the Certificate by the accelerated amount paid under this rider.

Proceeds are only payable under this rider upon due Proof satisfactory to Us of a Terminal Illness or Chronic Condition received at Our Administrative Office before the Certificateholder's death. Payment will be made as soon as such due Proof is received; otherwise, We will pay any required interest on the amount due from the date of receipt of Proof satisfactory to Us of Your eligibility to receive payment under this rider to the date of payment. The interest rate will be the current rate of interest on proceeds left on deposit.

If We receive notice of the Certificateholder's death after You request to receive payment under this Accelerated Benefit Rider but before such payment is issued, the request will be deemed cancelled and the Death Benefit paid pursuant to the Certificate.

WHAT IS THE EFFECT ON THE CERTIFICATE AFTER PAYMENT OF THE ACCELERATED BENEFIT FOR A TERMINAL ILLNESS OR CHRONIC CONDITION HAS BEEN MADE? Whenever a payment under this rider is made, the amount of the Death Benefit payable under the Certificate will be automatically reduced by the accelerated amount paid under this rider.

When a payment under the Accelerated Benefit is made for the Certificateholder's Terminal Illness, no further Premium payments will be required to keep the Certificate and any attached riders in force.

When periodic payments under the Accelerated Benefit are made for the Certificateholder's Chronic Condition, no Premium payments will be required to keep the Certificate and any attached riders in force during the months in which a periodic payment is made.

In no event will Your and Your Dependent's coverage under the Policy be continued beyond the date Your and Your Dependent's coverage would otherwise end according to the terms of the *DATE INSURANCE ENDS* provision in the Certificate.

WHAT DOCUMENTATION IS REQUIRED TO SHOW A TERMINAL ILLNESS DIAGNOSIS HAS OCCURRED? You must send Proof satisfactory to Us of a diagnosis of a Terminal Illness by a Doctor licensed and practicing in the United States or its territories. This Proof must include documentation supported by clinical, radiological, histological, or laboratory evidence of the condition. We may require a confirming diagnosis by another Doctor. If a confirming diagnosis is required, it will be at Our expense and by a Doctor of Our choice. In the case of conflicting opinions, eligibility for benefits will be determined by a third medical opinion that is provided by a Doctor that is mutually acceptable to You and Us.

WHAT DOCUMENTATION IS REQUIRED TO SHOW A CHRONIC CONDITION HAS OCCURRED? You must send Proof satisfactory to Us that a Chronic Condition has persisted for a period of at least 90 consecutive days by a Doctor licensed and practicing in the United States or its territories. We may require a confirming diagnosis by another Doctor. If a confirming diagnosis is required, it will be at Our expense and by a Doctor of Our choice. In the case of conflicting opinions, eligibility for benefits will be determined by a third medical opinion that is provided by a Doctor that is mutually acceptable to You and Us.

#### ARE THERE ANY LIMITATIONS ON PAYMENT? Payment cannot be made if:

- The Insured Person or their Doctor resides outside the United States and its territories;
- You or Your Spouse are required by law to accelerate benefits to meet the claims of creditors;
   or
- A government agency requires You or Your Spouse to apply for benefits to qualify for a government benefit or entitlement.

IMPORTANT: If the Extension of Chronic Condition Periodic Payments Rider or Restoration of the Death Benefit Rider was also issued with Your Certificate and proceeds are paid under this rider for a Terminal Illness, benefits will not be payable under the other rider and coverage under both riders will end for that Insured Person.

WHAT DEFINITIONS APPLY? All of the definitions in Your Certificate and the following apply:

**Activities of Daily Living (ADLs):** activities used in measuring the Certificateholder's levels of personal functioning capacity. Normally, these activities are performed without Substantial Assistance, allowing the Certificateholder personal independence in everyday living.

#### The ADLs are:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower;
- Maintaining continence: controlling urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters;
- Transferring: moving between a bed and a chair, or a bed and a wheelchair;
- Dressing: putting on and taking off all necessary items of clothing;
- Toileting: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; and
- Eating: feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

**Cognitive Impairment:** the deterioration or loss of the Certificateholder's intellectual capacity that requires them to be continually supervised for the protection of themselves and others. The impairment must be evidenced by a clinical diagnosis as well as by results from standardized tests that measure: (1) short-term and long-term memory; (2) orientation as to person, place and time; (3) deductive or abstract reasoning; and (4) judgment as it relates to safety awareness.

Insured Person: for the purposes of this rider, Insured Person means You and Your Insured Spouse.

**Substantial Assistance:** assistance from another party required to help the Certificateholder perform an ADL, each and every time the Certificateholder performs that activity, because of an inability to perform the entire activity alone with the supports and mechanical aids normally available to the Certificateholder.

#### WHEN WILL THIS RIDER END? This rider will end on the earliest of:

- The date We receive Your Written request to cancel this rider;
- The date any Premium remains unpaid for the Certificate or this rider after the end of the grace period:
- When payment of proceeds under this rider has been exhausted;
- The date You cease to be in an eligible class under the Certificate;
- The date the Policy ends; or
- The date Your coverage under the Certificate ends.

If this rider ends, the total annual Premium for the Certificate will be reduced accordingly. The end of this rider will not prejudice the payment of benefits for any qualifying event that occurred while coverage under this rider was in force.

**CAN THIS RIDER BE REINSTATED?** All of the reinstatement requirements described in Your Certificate apply to this rider.

**IS THERE ANY GENERAL INFORMATION I SHOULD KNOW?** This rider is a part of the Certificate to which it is attached. All provisions of the Certificate that do not conflict with the rider provisions will also apply to this rider. This rider has no cash value or loan value and does not participate in dividends.

Virgil R. Miller, President

Vigil R. Miller

J. Matthew Loudermilk, Secretary



P.O. Box 427, Columbia, South Carolina 29202 1-800-433-3036

#### DISCLOSURE STATEMENT FOR ACCELERATED BENEFITS

We have received Your request to accelerate a death benefit under Your life insurance plan. We are beginning the evaluation of Your claim and will advise You when the review has been completed. The Accelerated Benefit is subject to the terms and conditions of the Policy and must be approved by Us. You must complete the claim form and return it to Us with the required medical information.

#### Keep this Disclosure Statement for Your records.

Any Accelerated Benefit paid by Us is subject to the terms of Your life insurance Certificate and will be subject to the following:

#### **Accelerated Benefit Payment**

Upon approval, We will pay the benefit in a lump sum or periodic payments based on Your selection. If You have assigned the Certificate or designated an irrevocable Beneficiary, prior to payment You must provide Us a signed acknowledgement of concurrence for payout from any assignee of record or irrevocable Beneficiary of record. Benefits are payable to You. Once the benefit becomes payable, the Life Insurance Benefit Amount will be reduced by the amount of the payment.

Receipt of an Accelerated Benefit may be taxable. We are not responsible for any tax or other effects of any benefit paid. Prior to applying for such benefit, You should seek assistance from a qualified tax advisor. Payment of the Accelerated Benefit will generate a Form 1099.

Receipt of an Accelerated Benefit may affect eligibility for Title XIX of the Social Security Act (Medicaid), and other government benefits or entitlements and may have income tax consequences. You may want to consult a tax advisor and the local Department of Public Welfare and Social Security Administration Office for more information.

You cannot be required to apply for an Accelerated Benefit before qualifying for Medicaid or be required by creditors to apply for an Accelerated Benefit. No health facility, as defined in section 20 of the Public Health Law, can require any person to accelerate payment of a benefit as a condition of admission to such health care facility or for providing any care in such facility.

#### **Premium Payment**

Premium payments must continue to be paid on the remaining amount of life insurance, unless You qualify to have Your Premium waived. There is no additional Premium cost when You elect this benefit. Your Employer will deduct Your adjusted Premium contribution amount, if any, from Your salary while You are working. If You stop working You must continue to pay Your Employer directly for the same premium contribution amount, if any.

#### **Remaining Life Insurance Benefit**

Upon Our payment of an Accelerated Benefit, the amount of Your life insurance will be reduced by the amount paid. The amount of life insurance available for waiver of premium, accidental death, an extended benefit, and the amount eligible for conversion or portability, will also be reduced.

The remaining life insurance benefit, if any, will be paid according to the terms of the Policy subject to any additional reduction and termination provisions. If there is no benefit remaining, coverage under the Policy will terminate immediately upon payment.

C93501 27

For a complete description of the terms, conditions, exclusions, and limitations of the Accelerated Benefit under Your life insurance plan, refer to Your Certificate of Insurance and the Accelerated Benefit Rider attached to it. In the event of a discrepancy between this disclosure statement and Your Certificate, the Certificate will control.

#### **Illustration of Accelerated Benefit Payment**

Payment of an Accelerated Benefit **will reduce** the Death Benefit payable. Below is a sample illustration of the effect of an Accelerated Payment on Your Life Insurance Benefit Amount.

Amount of life insurance in effect on the

\$50,000

date of claim:

Amount of Accelerated Benefit Selected:

\$25,000

Processing Fee:

none

Lump Sum Accelerated Benefit Payment:

\$25,000

Remaining Life Insurance Benefit Amount:

\$25,000

If You have any questions, please do not hesitate to contact Us at the toll free number below.

Life Claims: P.O. Box 84075, Columbus, Georgia, 31993-9103

Phone: 800.433.3036

C93501 28



P.O. Box 427, Columbia, South Carolina 29202 1-800-433-3036

#### Restoration of the Death Benefit Rider

This rider is for the Certificateholder and Insured Spouse, if any. It is a part of the Certificate and is subject to all Certificate provisions unless modified here.

**WHEN DOES THIS RIDER BECOME EFFECTIVE?** This rider becomes effective on the Certificate Effective Date.

WHAT IS A RESTORATION OF THE DEATH BENEFIT RIDER? This rider restores the amount of the Death Benefit payable under the Certificate due to the Certificateholder's death by restoring the amount of any payments made for a Chronic Condition under the Accelerated Benefit Rider. Refer to the NOTICE section within the Accelerated Benefit Rider.

The Certificate values will be restored while this rider, the Certificate, and the Accelerated Benefit Rider are in force. The restored Certificate values will equal 100% of the amount of the Certificate values which were reduced when payment for a Chronic Condition was made under the Accelerated Benefit Rider.

Restoration will be made immediately following the lump sum payment or each periodic payment made for a Chronic Condition under the Accelerated Benefit Rider.

The aggregate amount of the restored Certificate values will at no time exceed 100% of the aggregate reduction in the Certificate values for Accelerated Benefit paid for a Chronic Condition under the Accelerated Benefit Rider.

IMPORTANT: If proceeds are paid for a Terminal Illness under the Accelerated Benefit Rider, benefits will not be payable under this rider and coverage under this rider will end for such person.

WHEN WILL THIS RIDER END? This rider will end on the earliest of:

- The date We receive Your Written request to end this rider;
- The date any Premium remains unpaid after the end of the grace period;
- When payment of benefits under the Accelerated Benefit Rider has been exhausted;
- The date the Accelerated Benefit Rider terminates; or
- The date the Certificate terminates.

If this rider ends, the total annual Premium for the Certificate will be reduced accordingly.

**CAN THIS RIDER BE REINSTATED?** All of the reinstatement requirements described in Your Certificate apply to this rider.

**IS THERE ANY GENERAL INFORMATION I SHOULD KNOW?** This rider is a part of the Certificate to which it is attached. All provisions of the Certificate that do not conflict with the rider provisions will also apply to this rider. This rider has no cash value or loan value and does not participate in dividends.

Virgil R. Miller, President

J. Matthew Loudermilk, Secretary

\*B000314504202619386690004902887

C93307 29



Home Office: P.O. Box 427, Columbia, South Carolina 29202 Administrative Office: P.O. Box 84075, Columbus, Georgia, 31993 Toll Free Telephone Number: 1-800-433-3036

Website: www.aflacgroupinsurance.com

Certificate of Insurance For Group Term Life Insurance

Policy Number:CTR0026193866Policy Effective Date:January 1, 2025Policyholder:FORT BEND ISD

**Dependent Insurance:** Included

Type of Insurance: Group Term Life Insurance

Coverage under this Certificate is underwritten by Continental American Insurance Company ("CAIC"), a stock company. This Certificate is issued to You under the Policy and it includes the terms and provisions of the Policy that describe Your insurance. If there is any conflict between the information in this Certificate and the Policy, the Policy will control in all respects.

We certify that each Certificateholder is insured for the benefits described in this Certificate, subject to the provisions of this Certificate. This Certificate is part of the Policy. The Policy is a contract between CAIC and the Policyholder. The terms and provisions of the Policy and this Certificate may be changed or ended without consent from You or anyone else with a beneficial interest in it. You have a right to inspect a copy of the Policy. The benefits under the Policy will not be less than as stated in this Certificate. Unless otherwise specified, You are entitled to exercise the rights and benefits granted under this Certificate.

This Certificate replaces any previous certificate issued under a Policy that was issued by CAIC.

WE PROVIDE A CERTIFICATE TO THE POLICYHOLDER FOR DELIVERY TO EACH CERTIFICATEHOLDER. PLEASE READ YOUR CERTIFICATE CAREFULLY. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS.

THE POLICY HAS BEEN ISSUED UNDER THE AUTHORITY OF AND IN COMPLIANCE WITH THE INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS FOR DELIVERY IN TEXAS. THE TEXAS DEPARTMENT OF INSURANCE FOR THE STATE OF TEXAS MAY BE REACHED BY CALLING 1-800-252-3439. INSURANCE UNDER THE POLICY IS NON-DIVIDEND PAYING.

**NON-PARTICIPATING** 

#### **NOTICES**

#### NOTICE FOR RESIDENTS OF ALL STATES

**FRAUD NOTICE:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**DISCLOSURE:** Receipt of an Accelerated Benefit Rider payment may affect Your, Your Spouse's, or Your family's eligibility for public assistance through Medicaid, Children's Health Insurance Program Reauthorization Act (CHIPRA), Supplementary Social Security Disability Income (SSDI), or other state assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect Your, Your Spouse's, and Your family's eligibility for public assistance.

#### **TABLE OF CONTENTS**

# SECTION CERTIFICATE OF INSURANCE 1 NOTICES 2 TABLE OF CONTENTS 3 SCHEDULE OF BENEFITS 4 DEFINITIONS 5 ELIGIBILITY AND ENROLLMENT 6 LIFE STATUS CHANGES 7 DATE INSURANCE ENDS 8 EXCEPTIONS TO END OF INSURANCE 9 LIFE INSURANCE BENEFITS 10 EXCLUSIONS 11 LIFE INSURANCE CONVERSION OPTION 12 LIFE INSURANCE PORTABILITY OPTION 13 GENERAL PROVISIONS 14

# \*B000314504202619386690004902891\*

#### **SCHEDULE OF BENEFITS**

GENERAL PLAN INFORMATION					
POLICYHOLDER:	FORT BEND ISD				
Address	3119 SWEETWATER BLVD SUGAR LAND TX 77479				
Contact Information	Phone ; Fax				
POLICY NUMBER:	CTR0026193866				
POLICY EFFECTIVE DATE:	January 1, 2025				
POLICY ANNIVERSARY DATE:	January 1, 2026 and each following year				

#### **ELIGIBLE CLASSES**

Class 1 – All Actively at Work, Full-Time hourly Employees

Minimum Hours Requirement: 16 hours per week.

#### Waive the Waiting Period:

If You have been continuously employed by Your Employer for a period of time equal to Your waiting period, We will waive Your waiting period when You enter an eligible class.

#### LIFE INSURANCE BENEFITS

This schedule shows the benefits that are available under this Certificate. You and Your Dependents are only covered for insurance:

- for which You become and remain eligible;
- which You elect, if subject to election;
- which is in effect at the time of a loss.

You are eligible for Dependent insurance only while You have a Dependent who qualifies.

EMPLOYEE LIFE INSURANCE						
BENEFIT AMOUNTS						
(Contributory)						
Life Insurance Benefit Amount	See certificates					
Portable Eligible Insurance Amount	The amount of life insurance terminated.					

SPOUSE LIFE INSURANCE					
BENEFIT AMOUNTS					
(Contributory)					
Life Insurance Benefit Amount	See certificates				
Spouse Portable Eligible Insurance Amount	The amount of Spouse life insurance terminated.				

CHILD TERM LIFE INSURANCE RIDER					
BENEFIT AMOUNTS					
(Contributory)					
Life Insurance Benefit Amount	See certificates				

ADDITIONAL RIDERS					
(Contributory)	PROVIDES COVERAGE FOR:				
Accidental Death Benefit Rider	Certificateholder and Spouse Only				
Waiver of Premium Benefit Rider	Certificateholder Only				
Accelerated Benefit Rider	Certificateholder and Spouse Only				
Restoration of the Death Benefit Rider	Certificateholder and Spouse Only				

34

ICC22 C93101

(Page 38 of 45)

#### **DEFINITIONS**

The defined terms will appear in this Certificate with their initial letters capitalized. The plural use of a term defined in the singular will share the same meaning.

As used in this Certificate, the following definitions apply:

Actively at Work, Active Work or Active Employment means You are currently performing in the usual manner all of the usual and customary duties of Your job on a day that is one of Your scheduled work days for wage or profit. This performance of duties must be done at:

- Your usual place of employment;
- · the Policyholder's place of business;
- · an alternate place approved by the Policyholder; or
- a place to which the Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Policyholder approved vacations, holidays, business closures, or approved leaves of absence if You were Actively at Work on the last scheduled work day preceding such time off.

Actively at Work or Active Work does not include situations when a person is not at work due to Sickness, injury, unapproved leave of absence, strike or layoff whether or not the person's employment status has changed.

**Beneficiary** means the person(s) or entity to whom We will pay the insurance proceeds in accordance with the provisions of this Certificate.

CAIC means Continental American Insurance Company.

**Certificateholder** means an Employee who is eligible for benefits provided by the Policy, who has received a Certificate, and for whom Premium has been paid. Unless otherwise specified, the Certificateholder is entitled to exercise the rights and benefits granted under the Certificate attached to the Policy.

#### **Child** and **Children** mean the following:

- Your biological/natural child;
- Your adopted child or a child from the date of placement in Your home pending adoption;
- Your stepchild (this includes a child of a Civil Union, or Domestic Partner or marriage) if living in Your home:
- a foster child, if supported by You and if living in Your home;
- a child living in Your home for whom You are the court appointed legal guardian;
- Your adult child or stepchild to age 26.

# And such Child, in each case, is:

- born alive and at least 14 days old, and under age 26:
- unmarried and not in a legally-sanctioned Civil Union or Domestic Partner relationship as recognized by applicable state law in the state where the Policy is delivered or issued for delivery:
- primarily dependent on You for support and maintenance;
- not employed on a full-time basis;
- residing with You; and
- eligible to be claimed by You or Your Spouse for federal income tax purposes.

For the purposes of determining whether a Child may become an Insured Person, the term Child does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard;
- is insured under the Policy in any other capacity such as an Employee;

- resides outside the United States or, its territories or possessions; or
- is insured pursuant to the exercise of any conversion right.

**Civil Union** means a Civil Union established according to applicable law.

**Contribution** means any amount the Policyholder may require You to pay toward the total Premium that We charge for the insurance provided by the Policy.

**Contributory Insurance** means any insurance for which the Policyholder requires a Certificateholder to pay any part of the Premium. The maximum amount that a Certificateholder may be required to contribute to the cost of insurance may not exceed the Premium charged for such insurance.

Death Benefit means the life insurance amount paid at an Insured Person's death.

**Dependent** means Your insured Spouse or Your Child(ren).

**Domestic Partner** means an individual who is eligible for coverage as a domestic partner as that term is defined in the policyholder's Medical Plan.

*Eligibility Date* means the date a person becomes eligible for insurance under the Policy.

**Employee** means a person defined as such by the Policyholder who resides within the United States or, its territories or possessions.

Employee excludes in any case, part-time Employees, temporary Employees and Employees who work for the Employer less than the number of hours per week indicated in the SCHEDULE OF BENEFITS.

Employee does not include any person who resides outside of the United States, its territories or possessions.

**Employer** means the entity that has been approved by Us for coverage under the Policy issued to the Policyholder.

**Guaranteed Issue Amount** means the amount of insurance that will be issued to an Insured Person without Evidence of Insurability. The Guaranteed Issue Amount for an Insured Person's life insurance is shown in the SCHEDULE OF BENEFITS. For amounts in excess of the Guaranteed Issue Amount, Evidence of Insurability satisfactory to Us must be provided at the Insured Person's expense.

*Institution of Higher Learning* means any accredited institution that provides education or training beyond the 12th grade level, including, but not limited to, any state university, private college, community college or trade school.

**Insured** means an Employee who is eligible for benefits provided by the Policy, who has received a Certificate, and for whom Premium has been paid. Unless otherwise specified, an Insured is entitled to exercise the rights and benefits granted under this Certificate.

*Insured Person* means You and an insured Dependent whose life or person is the subject of insurance under this Certificate.

**Insured Spouse** means Your Spouse or Domestic Partner/Civil Union partner, as defined in this section and for whom Premium is paid while covered under the Policy.

**Policy** means the group insurance policy issued by Us to the Policyholder and identified by the Policy Number.

**Policy Anniversary** means the specified period of time (such as one year) following the effective date of the Policy and each subsequent period. The Policy Anniversary is also the renewal date of the Policy.

**Policyholder** means the Employer to whom the Policy is issued.

**Premium** means the amount that must be paid to Us for the insurance provided under the Policy.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for eligibility for any benefit described in this Certificate or any attached rider. When a claim is made for any benefit described in this Certificate or any attached rider, Proof must establish:

- the nature and extent of the loss or condition;
- our obligation to pay the claim; and
- the claimant's right to receive payment.

**Sickness** means an illness, disease or physical condition. Total Disability resulting from a Sickness must begin while You are covered under the Policy.

**Signed or Signature** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper, electronic, or telephonic media and which is acceptable to Us and consistent with applicable law.

**Spouse** means a person to whom You are legally married. The term Spouse also includes any other person who is required to be treated as Your Spouse for purposes of insurance under the Civil Union or Domestic Partnership laws of the Policy's situs state or the state in which You resided on the day this Certificate was issued.

For the purposes of determining whether a Spouse is an Insured Person, the term Spouse does not include any person who:

- is on active duty in the military of any country or international authority; however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard;
- You have divorced, or from whom You have terminated a Domestic Partner or Civil Union relationship;
- resides outside the United States or, its territories or possessions; or
- is insured under the Policy as an Employee.

**We, Us and Our** (with or without initial capital letters), means Continental American Insurance Company, and in connection with the making of all benefit determinations under the plan means Continental American Insurance Company, acting directly or through their agents and delegates.

**Written or In Writing** means a record which is on or transmitted by paper, electronic, or telephonic media, and which is consistent with applicable law.

**You. Your** (with or without initial capital letters) means the Certificateholder:

- who is a member of an eligible class;
- who is eligible for benefits;
- for whom Premium has been paid while covered under the Policy; and
- who has received a Certificate.

#### **ELIGIBILITY AND ENROLLMENT**

#### **INSURANCE ON YOU**

# What Are The Eligible Classes?

You may only become eligible for the insurance available if You are a member of an eligible class shown in the SCHEDULE OF BENEFITS.

# When Are You Eligible For Insurance?

You will be eligible for such insurance on the later of:

- the Policy Effective Date:
- · Your date of hire;
- the date You enter an eligible class; or
- the day after You complete the required Waiting Period, if any.

# When And How Do You Enroll?

Newly eligible persons may be enrolled for insurance under the Policy up to 31 days following a person's Eligibility Date, or during an enrollment period. This is Your eligibility period. If You are required to enroll for insurance, You will need to enroll within this eligibility period.

Eligible persons may enroll as follows:

# **Contributory Insurance**

For Contributory and Dependent Insurance You must contribute toward the cost. You may enroll by completing the enrollment process as instructed by the Policyholder. The Policyholder will provide the forms needed to enroll.

If You do not enroll for Contributory Insurance or You declined coverage during Your eligibility period, You may apply for coverage:

- at any time;
- at the next enrollment period; or
- after a Life Status Change.

## What Is The Effective Date Of Your Insurance?

Your insurance will become effective as determined in this section.

Coverage for eligible persons will be effective on the Policy's Effective Date.

For all new or newly eligible persons, coverage under the Policy will become effective on the latest of the following dates:

#### **Rules for Contributory Insurance**

**Contributory** Insurance will become effective the later of:

- the date You become eligible for insurance for any amount of insurance that does not require Evidence of Insurability, if You apply on or before that date;
- the first day of the month following the date You apply for insurance for any amount of insurance that does not require Evidence of Insurability, if You apply within 31 days after Your Eligibility Date;
- the date for which the first Premium for Your coverage is paid;
- the Policy Effective Date:
- the date the enrollment period ends **-or** date the next plan year begins following the date You apply, if You apply during the enrollment period as defined by the Policyholder; or
- the first day of the month following the date We state In Writing that Your Evidence of Insurability been approved for any amount of insurance that requires You to give Evidence of Insurability.

38

#### INSURANCE FOR DEPENDENTS

# What Are The Eligible Classes For Dependent Insurance? Class 1

# What Is The Date You Are Eligible For Dependent Insurance?

You may only become eligible for the Dependent insurance shown as available to Your eligible class in the SCHEDULE OF BENEFITS.

You will be eligible for Dependent insurance on the latest of:

- the date Your coverage under the Policy begins;
- the date You enter a class eligible for Dependent insurance; or
- the date You first obtain a Dependent.

In order for Your Dependent's coverage to begin, You must be Actively at Work.

For Dependent life insurance You do not contribute toward the cost. Your Dependent's coverage is subject to payment of full Premium when due.

The following rules apply to Dependent coverage:

- You must be covered for insurance to be eligible to elect Dependent insurance.
- You may NOT cover Your Spouse as a Dependent even if Your Spouse is enrolled for coverage as an Employee.
- No person may be insured as a Dependent of more than one Employee of the Policyholder.
- If an Employee and Spouse are both eligible to enroll for coverage under the Policy as Employees, one, but not both, may purchase Dependent coverage. The other Spouse may elect Employee coverage only.
- No Child may be insured as a Dependent of more than one Insured Person.
- No Child may be insured as an Employee and as a Dependent of an Employee.
- Your Dependent is not eligible for coverage while on active military duty in the armed forces of any country or subdivision thereof.

#### When Is Dependent Enrollment?

If You become eligible for Dependent insurance, You may enroll for such insurance by providing the Policyholder with the information required for each Dependent to be insured.

Newly eligible Dependents may be enrolled for insurance under the Policy up to 31 days following a Dependent's Eligibility Date or during an enrollment period. This is Your Dependent's eligibility period. If Your Dependent is required to enroll for insurance, You will need to enroll the Dependent within this eligibility period.

If You do not enroll for Dependent life insurance or You declined Dependent coverage during Your or Your Dependent's eligibility period, You may apply for coverage:

- · at the next Annual Enrollment Period; or
- after a Life Status Change.

#### What Is The Effective Date Of Dependent Insurance?

Insurance will become effective for a Dependent the later of:

- Your Effective Date of insurance;
- the date Your Dependent is eligible for coverage, if You apply for insurance on or before that date:
- the date You apply for Dependent insurance, if You apply within 31 days after Your Dependent's Eligibility Date; or
- the date We approve Your Dependent's Evidence of Insurability, if Evidence of Insurability is required.

ICC22 C93101 39

#### **LIFE STATUS CHANGES**

You may elect to enroll for or change insurance within 31 days after You have a Life Status Change. A Life Status Change is an event that qualifies You to make changes in benefit selections at a time other than an enrollment period. Life Status Changes include:

- · marriage, Civil Union, or Domestic Partnership;
- · divorce, annulment, or legal separation;
- dissolution of a Civil Union or a Domestic Partnership agreement;
- birth or placement for adoption of a Child, or becoming a legal guardian of a Child;
- death of Your Spouse;
- the death or emancipation of a Child;
- a change in the benefit plan available to Your Spouse;
- a change in Your or Your Spouse's employment status that affects either person's eligibility for benefits; or
- a change in classification from part-time to full-time, or from full-time to part-time.

A change in insurance due to a Life Status Change will be effective the latest of:

- the first day of the month following the date of the change in status, if You apply on or before that date:
- the first day of the month following the date You apply, if You apply within the eligibility period;
   or
- the first day of the month following the date We state In Writing that We approved any required Evidence of Insurability.

You must be Actively at Work on the date a Life Status Change becomes effective.

# What Is The Date Insurance Ends For You?

Your life insurance under this Certificate will end on the earliest of:

- 1. the date the Policy ends;
- 2. the date insurance ends for Your class;
- 3. the date You cease to be a member of an eligible class;
- 4. the date You request to end Contributory Insurance unless prohibited by federal or state law, or the Policyholder's plan;
- 5. the end of the period for which the last Premium has been paid for You;
- 6. the date Your Employer ceases to be a Participating Employer:
- 7. the date of Your 71st birthday:
- 8. the date You retire;
- 9. the date You cease Active Work in an eligible class, unless insurance is continued under the section entitled *EXCEPTIONS TO END OF INSURANCE*;
- 10. the date Your employment ends; or;
- 11. the date the maximum life insurance benefit has been paid.

When insurance ends, You will be given notice of Your conversion rights and any other rights provided under this Certificate by the Policyholder or the Policyholder's designee. Life insurance benefits may be converted in accordance with the section entitled *LIFE INSURANCE CONVERSION OPTION*.

Instead of the conversion option, You may be able to transfer Your coverage as provided in the portability provision. Refer to the section entitled *LIFE INSURANCE PORTABILITY OPTION*.

If insurance ends for You, insurance will also end for any insured Dependents.

The ending of coverage will not prejudice any claim for benefits arising from a loss occurring while such coverage was in effect.

# What Is The Date Insurance Ends For A Dependent?

All Dependent Insurance will end on the earliest of:

- 1. the date Your life insurance ends;
- 2. the date You die;
- 3. the date the Policy ends;
- 4. the date insurance for Your Dependent ends under the Policy; or
- 5. the date You request to discontinue Dependent's insurance.

Insurance on a Dependent will end on the earliest of:

- 1. the date a person ceases to be a Dependent;
- 2. the end of the period for which the last Premium has been paid for a Dependent;
- 3. for a Spouse the date the Spouse attains age 71; or
- 4. for a Child the date the Child attains age 26.

The ending of coverage will not prejudice any claim for benefits arising from a loss occurring while such coverage was in effect.

Dependent life insurance may be converted as described in the section entitled "Is There A Conversion Option For Dependent Life Insurance." Instead of the conversion option, You or Your Spouse may be able to transfer Spouse coverage as provided in the portability provision. Refer to the section entitled LIFE INSURANCE PORTABILITY OPTION.

# **EXCEPTIONS TO END OF INSURANCE**

## Is Continuation Of Coverage For A Child With A Mental Or Physical Disability Available?

\*B000314504202619386690004902899\*

Insurance for a Child may be continued past the age limit if that Child is incapable of self-sustaining employment because of a mental or physical disability. Proof of such disability must be sent to Us within 31 days after the date the Child attains the age limit and at reasonable intervals after such date. Premium must continue to be paid for insurance to remain in force.

Subject to the "What Is The Date Insurance Ends For A Dependent" provision, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a mental or physical disability; and
- continues to qualify as a Child, except for the age limit.

If Life insurance on a Child with a mental or physical disability continued under this provision ends, the Child's coverage may be converted to an individual insurance policy, pursuant to the Conversion section of this Certificate. Such Child must have become disabled prior to reaching age 26.

# Is Continuation of Coverage While On Leave During Military Service Available?

We may continue Your insurance, and that of any Dependents, if applicable, in accordance with the Policyholder's policies regarding leave of absence for military service under the Uniformed Services Employment and Reemployment Rights Act (USERRA). Premiums must be paid for continued coverage for You and Your Dependents, if applicable. Coverage may be continued until the end of the period required by USERRA.

# When Is The End Of A Continuation Period?

Continuation Insurance will end on the earliest of the following:

- · the date Your continuation leave ends;
- the date the Policyholder ceases to pay Your Premiums, or otherwise terminates Your insurance;
- the date You cease to pay Your Premiums, or You terminate Your insurance;
- · the date the maximum continuation period has been reached; or
- the date the Policy terminates.

At the end of any continuation period if You resume Active Work in an eligible class, You will continue to be covered under the Policy.

If You do not resume Active Work in an eligible class at this time, Your employment will be considered to end, and all insurance will end in accordance with the provision "What Is The Date Insurance Ends For You."

If Your insurance ends, Your Dependents' insurance will also end in accordance with the provision "What Is The Date Insurance Ends For A Dependent."

If You or Your Dependent die during the continuation period, We will pay the Death Benefit to the Beneficiary upon receipt of Proof establishing that You or Your Dependent died during the continuation period.

In no event will Your and Your Dependent's coverage under the Policy be continued beyond the date Your and Your Dependent's coverage would otherwise end according to the terms of the When Coverage Ends provision.

In addition to the continuation of coverage options described above, You may have the right to convert to a policy of individual life insurance or elect life insurance portability coverage. Refer to the section entitled *LIFE INSURANCE CONVERSION OPTION* or the section entitled *LIFE INSURANCE PORTABILITY OPTION*.

# LIFE INSURANCE BENEFITS

# **How Is Life Insurance For You Paid?**

If You die, Proof of Your death must be sent to Us.

Upon receipt of Proof with the claim, We will review the claim. If We approve the claim, We will pay the Beneficiary the Death Benefit in effect on the date of Your death, subject to the terms and conditions of this Certificate and any attached riders.

Payment will be made in one lump sum.

Refer to the CLAIM INFORMATION section in this Certificate for information on how to file a claim.

# **How Is Life Insurance On Your Dependents Paid?**

If a Dependent dies, Proof of the Dependent's death must be sent to Us. Upon receipt of Proof with the claim, We will review the claim. If We approve the claim, We will pay the Death Benefit in effect on the life of the Dependent on the date of death subject to the terms and conditions of this Certificate.

The Dependent's Death Benefit will be paid to You, if living, unless another Beneficiary has been elected In Writing. Otherwise, We may at Our option pay the benefit to Your surviving Spouse or to Your estate.

Payment will be made in one lump sum.

#### **EXCLUSIONS**

We will not pay any benefit under this Certificate for an Insured Person if the loss of life is caused by, contributed to by, or results from:

No benefit is payable under this Certificate for an Insured Person if the loss of life is caused by, contributed to by, or results from the Insured Person's:

- active engagement in an act or threat of violence or an act harmful to human life, tangible or intangible property, or infrastructure;
- travel to war zones not declared;
- a harmful act with the intent or effect of influencing any government or of putting the public or any section of the public in fear;
- active participation in war or terrorism due to the insured's active involvement in:
  - (i) an invasion, act of foreign enemies, hostilities or war-like operation (whether war be declared or not),
  - (ii) civil war, mutiny, civil commotion assuming the proportions of or amounting to popular uprising, military uprising, insurrection, rebellion, riot, military or usurped power; or
  - (iii) any act on behalf of or in connection with any organization actively directed towards the overthrow or to the influencing of any Government or ruling body by force, terrorism, or violence.

#### LIFE INSURANCE CONVERSION OPTION

# Is There A Conversion Option For Your Life Insurance?

If group life insurance on You ends, or is reduced, for any of the reasons stated in the "Entitled To Convert" provisions, and the amount lost is not replaced by the Policyholder with new group life insurance, You may have the option to buy an individual policy of life insurance ("new policy") during the Conversion Period.

Your right to convert is subject to the conditions and requirements of this section. Evidence of Your Insurability will not be required.

#### **Eligibility**

You are eligible to convert if:

- You reside in a state or territory of the United States where a conversion policy is authorized to be issued on the date Your group life insurance ends or is reduced; and
- Your life insurance ends for any of the reasons stated in the "Entitled To Convert" provisions.

#### Entitled to Convert When the Policy or Your Eligible Class Has Been Terminated

You are entitled to a limited conversion right if your coverage under the Policy ends due to:

- termination of the Policy or the certificate,
- termination of coverage for your eligible class.

You may only convert if You have been covered under the Policy for at least 5 years. You must apply for the individual policy in the same manner as described in your certificate in the section CONVERSION PERIOD AND ENROLLMENT.

# Entitled to Convert When the Policy or Your Eligible Class Has Not Been Terminated You are entitled to convert if:

- 1. Your life insurance ends because:
  - You cease to be in an eligible class;
  - Your employment ends; or
  - Your portability coverage, if any, ends.
- 2. Your life insurance is reduced:
  - on or after You attain an age specified in the SCHEDULE OF BENEFITS;
  - because You change from one eligible class to another; or
  - due to a change to the Policy.

If the Policy is cancelled and the Policyholder replaces it with another group life insurance policy for which You are eligible to enroll, You may only convert the maximum amount of group life insurance that was not replaced, if any.

A reduction in the amount of life insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

In no event will You be entitled to convert if Your coverage under the Policy ceased due to non-payment of the required premium. Additional benefits or riders provided under the Policy will not be converted to the new policy.

If You have ported insurance as described in the Portability Option section, the new certificate will include a conversion provision that allows for the conversion of ported insurance if and when the ported insurance ends.

#### **Maximum Benefit**

If You are entitled to convert due to one of the reasons listed in the "Entitled to Convert When the Policy or Your Eligible Class Has Been Terminated" paragraph above, then the maximum amount of life insurance that may be converted for You under this provision is limited to

 the amount of your group life coverage in force under the Policy on the date of termination, reduced by the amount of any other group life coverage that You become eligible for within 90 days of termination of coverage under the Policy.

If You are entitled to convert due to one of the reasons listed in the "Entitled to Convert When the Policy or Your Eligible Class Has Not Been Terminated" paragraph above, then the maximum amount of insurance that You may elect to convert to the new policy is the amount of life insurance that ends under this certificate, minus any other group life insurance for which You become eligible during the Conversion Period.

#### **Conversion Period and Enrollment**

You have the right to convert coverage when life insurance for You ends or is reduced. Conversion rights will be sent to You by the Policyholder or by the Policyholder's designee. Notice will be sent to Your last known address at least 15 days prior to the date coverage ends or is reduced.

The Conversion Period is the 31-day period beginning on the date life insurance ends or is reduced. During the Conversion Period, life insurance on You will continue under the terms of this Certificate.

Your right to convert will begin on the date life insurance ends or is reduced and will expire on the later of 16 days after notice is given or the end of the Conversion Period, but in no event will the right to convert extend beyond 60 days after the end of the Conversion Period.

The right to convert is subject to Our receipt within the Conversion Period of:

- a completed Written conversion application form; and
- the first premium due for the new policy.

If You elect not to convert the full amount of life insurance available during the Conversion Period, You will not have the right to convert that amount at a later date.

In the event evidence of Your insurability is required for the Portability Option, and it is not approved, We will give You a new Written notice of Your right to convert Your insurance without providing Evidence of Insurability and that right will expire 31 days after the date such notice was given.

# **Conditions and Limitations of the New Policy**

- 1. The new policy:
  - may be on any form then customarily issued or administered by Us or a company of Our choosing, excluding term life insurance;
  - will take effect on the day after the Conversion Period ends, provided You are alive on that date; this will be the case regardless of the duration of the Conversion Period;
  - will be issued without any additional benefits that may be provided in this plan.

- 2. Premium rates for the new policy will be based on:
  - Our customary rates then in use;
  - the type and amount of insurance;
  - the class of risk to which You belong; and
  - Your age on the effective date of the new policy.
- 3. If the new policy contains a provision which restricts the time within which benefits would be payable as a result of suicide or restricts the time within which coverage under the new policy can be contested, such time periods will be deemed to have begun at the time You were first covered under this Certificate.
- 4. To continue insurance under the new policy, the premium must continue to be paid as required under the terms of the new policy. Premium may be paid in any mode of payment customarily offered.

#### **Death Benefit Payable During the Conversion Period**

If You die during the Conversion Period, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if approved, We will pay the Beneficiary the amount You were entitled to convert.

The amount of the benefit is equal to the amount of life insurance benefit under the Policy that You were entitled to convert exclusive of additional benefits. It is payable even if You did not apply for conversion or pay the premium for conversion.

If application has been made for a conversion policy and premium was submitted, the submitted premium will be refunded to Your Beneficiary as determined under the provisions of this Certificate. It is payable when We receive Proof of Your death and We approve the claim.

In no event will We be liable to pay a Death Benefit under both the conversion policy and this plan.

In no event will We be liable to pay a Death Benefit for both the coverage that You were entitled to convert and the coverage You were entitled to Port, if any.

If You die during the Conversion Period and You have applied and paid premium for portability coverage, We will pay the amount of life insurance, exclusive of additional benefits, that You were entitled to convert under the terms of this Certificate. Any premiums paid for the portability coverage will be refunded to Your Beneficiary as determined under the provisions of this Certificate. The refund is payable when We receive Proof of Your death and We approve the claim.

In no event will We be liable to pay a Death Benefit under both the new Portability Policy and this plan.

If You die during the Conversion Period and an application has been sent for portability coverage in an amount greater than the amount You were entitled to convert under this Certificate, premium was paid and Your application was approved by Us, We will pay the amount of insurance for which You were approved under the terms of the Portability Policy, exclusive of additional benefits. In no event will We be liable to pay a Death Benefit for the amount You were entitled to convert and the amount You ported to the new Portability Policy.

If the portability application is not approved, We will pay the amount You were entitled to convert under this Certificate, exclusive of additional benefits. Any premiums paid for portability coverage will be refunded. In no event will We be liable to pay a Death Benefit for both the coverage that You were entitled to convert and the coverage that You were entitled to port, if any.

# Is There A Conversion Option For Dependent Life Insurance?

If life insurance on a Dependent ends or is reduced for any of the reasons stated in the "Entitled To Convert" provisions, You or Your Dependent may have the right to buy an individual policy of life insurance ("new policy") on the Dependent on whose life insurance ended or was reduced. A person's right to convert is subject to the conditions and requirements of this section. Evidence of the Dependent's insurability will not be required.

# **Eligibility**

A Dependent is eligible to convert if:

- The Dependent resides in a state or territory of the United States where a conversion
  policy is authorized to be issued on the date Your group life insurance ends or is reduced;
  and
- the Dependent qualifies under the "Entitled To Convert" provisions.

# Entitled to Convert When the Policy or Your Eligible Class Has Been Terminated

Your Dependent is entitled to a limited conversion right if your Dependent's coverage under the Policy ends due to:

- termination of the Policy or the certificate,
- termination of coverage for your eligible class.

Your Dependent may only convert if Your Dependent has been covered under the Policy for at least 5 years. You or Your Dependent must apply for the individual policy in the same manner as described in Your certificate in the section "Conversion Period and Enrollment."

# Entitled to Convert When the Policy or Your Eligible Class Has Not Been Terminated

- 1. You will have the right to convert life insurance on a Dependent that ends for any reason other than:
  - Nonpayment of premium:
  - a Spouse ceasing to be a Spouse as defined in this certificate; or
  - a Child attaining the limiting age for coverage under this certificate.
- 2. You may convert a Dependent's life insurance if it is reduced:
  - on or after the Dependent attains a specified age shown in the SCHEDULE OF BENEFITS;
  - because You changed from one eligible class to another; or
  - due to a Policy change.
- 3. A Dependent will have the right to convert when life insurance on such Dependent ends because:
  - With respect to life insurance on a Spouse, You die, or such Spouse ceases to be a Spouse as defined in this certificate; or
  - With respect to life insurance on a Child, You die, or such Child attains the limiting age for coverage under this certificate.

A reduction in the amount of Dependent life insurance as a result of the payment of an accelerated benefit will not give rise to a right to convert under this section.

Additional Dependent benefits or riders provided under the Policy will not be converted to the new policy.

If You have Ported Spouse life insurance as described in the Portability Option section, the new certificate will include a conversion provision that allows for the conversion of ported Spouse life insurance if and when the ported insurance ends.

#### **Maximum Benefit**

If your Dependent is entitled to convert due to one of the reasons listed in the "Entitled to Convert When the Policy or Your eligible class Has Been Terminated" paragraph above, the maximum amount of Dependent life insurance that may be converted under this provision is limited to

 the amount of your group life coverage in force under The Policy on the date of termination, reduced by the amount of any other group life coverage that you become eligible for within 90 days of termination of coverage under the Policy.

ICC22 C93101 47

If Your Dependent is entitled to convert due to one of the reasons listed in the "Entitled to Convert When the Policy or Your eligible class Has Not Been Terminated" paragraph above, then the maximum amount of insurance that may be elected to convert to the new policy is the amount of life insurance on that Dependent that ends under this certificate, minus the amount of any other group life insurance for which You become eligible for during the Conversion Period.

If any portion of a Dependent's life insurance is not converted during the Conversion Period, You or the Dependent will not have the right to convert additional insurance at a later date.

## **Conversion Period and Enrollment**

You or Your Dependent have the right to convert Dependent coverage when life insurance for Your Dependent ends or is reduced. Conversion rights will be sent to You or Your Dependent by the Policyholder or by the Policyholder's designee. Notice will be sent to Your or Your Dependent's last known address at least 15 days prior to the date coverage ends or is reduced.

The Conversion Period is the 31-day period beginning on the date Dependent life insurance ends or is reduced. During the Conversion Period, life insurance on Your Dependent will continue under the terms of this Certificate.

Your Dependent's right to convert will begin on the date life insurance ends or is reduced and will expire on the later of 16 days after notice is given or the end of the Conversion Period, but in no event will the right to convert extend beyond 60 days after the end of the Conversion Period.

The right to convert is subject to Our receipt within the Conversion Period of:

- a completed Written conversion application form; and
- the first premium due for the new policy.

If You or Your Dependent elect not to convert the full amount of life insurance available during the Conversion Period, You or Your Dependent will not have the right to convert that amount at a later date.

In the event evidence of Your Spouse's insurability is required for the Portability Option, and it is not approved, We will give You a new Written notice of Your right to convert Your Spouse's insurance without providing Evidence of Insurability and that right will expire 31 days after the date such notice was given.

### **Conditions and Limitations of the New Policy**

- 1. The new policy:
  - may be on any form then customarily issued or administered by Us or a company of Our choosing, excluding term life insurance;
  - will take effect on the day after the Conversion Period ends, provided the Dependent is alive on that date; this will be the case regardless of the duration of the Conversion Period.
  - will be issued without any additional benefits that may be provided in this plan or any other rider or additional benefit.
- 2. Premium rates for the new policy will be based on:
  - our customary rates then in use;
  - the type and amount of insurance elected;
  - the Dependent's class of risk; and
  - the Dependent's age on the effective date of the new policy;
- 3. If the new policy contains a provision which restricts the time within which benefits would be payable as a result of suicide or restricts the time within which coverage under the new policy can be contested, such time periods will be deemed to have begun at the time Your Dependent was first covered under this Certificate.
- 4. To continue insurance under the new policy, the premium must continue to be paid as required under the terms of the new policy. Premium may be paid in any mode of payment customarily offered.

# **Dependent Death Benefit Payable During the Conversion Period**

If a Dependent dies within the Conversion Period, Proof of the Dependent's death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it will pay the Beneficiary the amount that could have been converted.

The amount of the benefit is equal to the amount of life insurance benefit under this plan that You were entitled to convert exclusive of additional benefits. It is payable even if You did not apply for conversion. It is payable even if You did not pay the premium for conversion.

If application has been made for a conversion policy and premium was submitted, the submitted premium will be refunded to the Beneficiary as determined under the provisions of this Certificate. The refund is payable when We receive Proof of Your Dependent's death and We approve the claim.

If Your Spouse dies during the Conversion Period and they have applied and paid premium for portability coverage, We will pay the amount of life insurance, exclusive of additional benefits, that Your Spouse was entitled to convert under the terms of this Certificate. Any premiums paid for the portability coverage will be refunded to You as determined under the provisions of this Certificate. The refund is payable when We receive Proof of Your Spouse's death and We approve the claim. In no event will We be liable to pay a Death Benefit under the new Portability Policy and this plan.

If Your Spouse dies during the Conversion Period and an application has been sent for portability coverage in an amount greater than the amount Your Spouse was entitled to convert under this Certificate, premium was paid and the application was approved by Us, We will pay the amount of insurance for which Your Spouse was approved under the terms of the Portability Policy, exclusive of additional benefits. In no event will We be liable to pay a Death Benefit for the amount Your Spouse was entitled to convert and the amount ported to the new Portability Policy.

If the portability application is not approved, We will pay the amount Your Spouse was entitled to convert under this Certificate, exclusive of additional benefits. Any premiums paid for portability coverage will be refunded. In no event will We be liable to pay a Death Benefit for both the coverage that Your Spouse was entitled to convert and the coverage that Your Spouse was entitled to port, if any.

#### LIFE INSURANCE PORTABILITY OPTION

# What Are The Eligible Classes For The Portability Option? Class 1

# How Is Portable Eligible Insurance Continued Under the Portability Plan?

This Section describes when and how You may continue Portable Eligible Insurance under a Portability Plan when all or part of Your coverage under This Plan ends. Enrollment in the Portability Plan is voluntary. When discussing the act of continuing Your insurance under This Plan, the terms "Port", "Portable", "Ported", or "Porting" may be used. Evidence of Insurability is not required for portability coverage.

Portability coverage will be provided under the group Policy. The terms and conditions of Your continued insurance will be the same as those in effect on the date You became eligible for portability coverage, except that You will no longer have the right to add Dependent coverage.

Any reference made herein to Spouse coverage will only apply if Spouse coverage was in force under this certificate on the date Your Spouse becomes eligible to Port.

If You become covered under another group life insurance policy or plan issued by Us, then all coverage under this Portability Option will end.

# What Benefits Are Available For Continuation Under the Portability Plan?

For purposes of this section, the term "Portable Eligible Insurance" means:

- Insurance shown as "Portable Eligible Insurance" in the SCHEDULE OF BENEFITS; and
- Insurance shown as "Spouse Portable Eligible Insurance" in the SCHEDULE OF BENEFITS.

# What Are The Portable Eligible Insurance Amounts?

- 1. The maximum amount of insurance available to Port is shown on the SCHEDULE OF BENEFITS.
- 2. At the time of election, a person can elect a lesser amount of insurance, as long as the amount is:
  - not less than the minimum amount available under This Plan for Your eligible class; or more than the amount for Your Spouse; and
  - permitted by any applicable law.

# When Will You Have The Right To Apply For Coverage Under The Portability Plan?

A right under this section is subject to the rest of this provision. You will have the right to elect Portable Eligible Insurance if You meet the Eligibility Criteria and:

- 1. Your Portable Eligible Life Insurance ends because:
  - Your employment ends for any reason, including Your retirement;
  - You cease to be in an eligible class for such insurance; or
  - This Plan is terminated, unless it is replaced by similar insurance under another policy issued to the Policyholder, or its successor, for which You are, or become eligible.
- 2. You may elect to Port insurance for Your Spouse under this provision only if You elect to Port Your own Portable Eligible Insurance, except, Your Spouse may choose to Port his or her own insurance if Spouse Portable Eligible Insurance ends because:
  - You die:
  - Your marriage ends in divorce or annulment; or
  - Your Domestic Partnership or Civil Union relationship ends.

# What Are The Eligibility Criteria For The Portability Plan?

# **Eligibility Criteria for You**

- 1. You may be eligible to Port if This Plan is in effect and on the date You qualify to Port, You meet all of the following conditions:
  - be Actively at Work, or on an approved leave of absence;
  - be under age 98:
  - the amount of Your life insurance in effect is at least \$1,000:
  - reside in a jurisdiction that permits this portability feature; and
  - be covered under This Plan for 1 month.

- 2. You may **NOT** elect to continue any insurance under this provision if, on the date You would qualify to Port, insurance under This Plan ended because:
  - Your life insurance has been converted to an individual life policy in accordance with This Plan's conversion privilege;
  - · You are in active military service;
  - Your life coverage is being continued in This Plan, or You have applied to have Your coverage continued under This Plan for any reason; or
  - You failed to pay any premium due under This Plan.

# Spouse Eligibility Criteria

You are eligible for portability coverage for Your insured Spouse if You are eligible for, and elect, portability coverage for Yourself subject to the following conditions:

- 1. Your Spouse must meet the following condition(s):
  - be covered under This Plan for 1 month;
  - reside in a jurisdiction that permits this portability feature; and
  - be under age 98;
  - the amount of life insurance in effect under This Plan is at least \$1,000.
- 2. A Spouse is **NOT** eligible to Port if:
  - This Plan is terminated by the Policyholder prior to Your Spouse's enrollment in the Portability Plan;
  - coverage under This Plan is terminated and replaced by like coverage under another group insurance policy for which Your Spouse is eligible;
  - coverage has been converted to an individual life policy in accordance with This Plan's conversion privilege;
  - coverage ended because You failed to pay the required Spouse premium under the terms of This Plan; or
  - Your Spouse is in active military service.

# When Can You Elect Portability?

An eligible person may elect coverage within 31 days after Portable Eligible Insurance under This Plan ends. This timeframe is the Portability Election Period. Evidence of Insurability is not required for amounts up to the Portable Eligible Insurance Amount shown in the SCHEDULE OF BENEFITS. To elect coverage, a person must submit to Us:

- a completed portability election form obtained from the Policyholder or Us:
- the first premiums due as shown in the enrollment form.

#### Is Evidence of Insurability Required?

An eligible person is not required to provide Evidence of Insurability to Port the existing amount of Portable Eligible Insurance.

# What Is The Portability Effective Date?

Insurance will become effective on the day following the last day You were insured under This Plan. The effective date of coverage under the portability feature is called the Portability Effective Date.

#### What If Death Occurs During The Portability Election Period?

The right to elect coverage under the Portability Plan does not affect Your coverage under the "Death Benefit Payable During the Conversion Period" provision of This Plan.

If You, or Your Spouse die within the first 31 days of the Portability Election Period and:

- We have not received a portability election form, We will pay the insurance benefit in accordance with the "Death Benefit Payable During the Conversion Period" provision under This Plan.
- a portability election form is received by Us during the first 31 days of the Portability Election Period, We will determine if the insurance qualifies for payment under the section entitled "Death Benefit Payable During the Conversion Period." If it qualifies, the amount We will pay will be limited to the amount the deceased person was entitled to convert.

If a Death Benefit is not payable under the Portability Plan, any premiums paid for portability on behalf of the deceased person will be refunded. In no event will We be required to pay the Death Benefit under the conversion, portability, and the continuation provisions under both a new Ported certificate and This Plan.

# What Is The Effect Of Portability On Other Provisions Of This Certificate?

The portability option is not available for any amount of life insurance which was continued, enrolled, or is being applied for under provisions of This Plan in accordance with the conversion privilege.

Coverage amounts NOT eligible to Port, or that You elect NOT to Port, may be converted to an individual policy in accordance with This Plan's conversion privilege.

# When And Where Do You Pay Premiums for the Portability Certificate?

All premium payments must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions.

The first premiums must be paid in accordance with the instructions on the portability election form. Coverage will not become effective until the first full premium due is received by Us.

# What Definitions Apply?

Terms used throughout this section have the following meanings:

**Former Spouse** means Your prior spouse or domestic or Civil Union partner, who is Porting coverage as the certificateholder.

**Late Enrollee:** means a person who elects to enroll during the Late Enrollment Period and is subject to Evidence of Insurability for any amount of insurance requested.

**Port, Ported, and Porting** mean to continue eligible insurance from This Plan under a Portability Plan in accordance with the stated conditions and requirements in This Plan.

**Portability Election Period:** means the timeframe permitted for an eligible person to enroll in portability coverage without Evidence of Insurability up to the Portable Eligible Insurance Amount.

**Portable Eligible Insurance** means as shown on the SCHEDULE OF BENEFITS, the amount of life insurance in effect under This Plan an Insured Person is eligible to Port.

**Portability Plan** means the group term life plan in which You may be eligible to enroll when coverage ends under This Plan.

**Portability Policy** means the group insurance policy under which You may elect to continue This Plan's group term life insurance.

This Plan means the insurance provided under this Certificate by the Policyholder.

#### **GENERAL PROVISIONS**

# What Is The Entire Contract?

Insurance is provided for Insured Persons under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- the Policy, any amendments and/or endorsements to the Policy, and its Exhibits,
- the Certificate(s) attached to the Policy and any amendments and endorsements to the Certificate(s);
- the Policyholder's Signed application.

For purposes of Effective Dates and ending dates under the Policy, all days begin at 12:01 a.m. standard time at the Policyholder's address and end at 12:00 midnight standard time at the Policyholder's address where the Policy was issued.

No document may be incorporated by reference.

#### Who Can Approve Policy Changes or Waivers?

The terms and provisions of the Policy, this Certificate, and an Exhibit issued under the Policy may be changed, at any time, without the consent of the Insured Persons or anyone else with a beneficial interest in it.

Only the president and secretary of CAIC can approve a change. We will only make changes that are consistent with Interstate Insurance Product Regulation Commission standards. The waiver or change must be In Writing and signed by one of Our officers. No other person, including an agent, may change or waive any part of the Policy. We may issue riders, endorsements, or amendments signed by one of Our officers to affect such changes, subject to prior approval by the Interstate Insurance Product Regulation Commission. No rider, endorsement, or amendment will affect the insurance provided under Certificates until the Effective Date of the change, unless retroactivity is required by the Interstate Insurance Product Regulation Commission. Any rider, endorsement, or amendment added to the Policy after the date of issue that diminishes rights, benefits, or coverage in the Policy will require signed acceptance by the Policyholder. A copy of any rider, amendment, or endorsement issued will be provided to the Policyholder for attachment to the Policy and provided to the Certificateholder if the change affects the Certificate.

#### How Do You Designate Or Change The Beneficiary?

# **Choosing A Beneficiary**

It is important that You name Your Beneficiary and keep Your designation current. You may name a person or entity as Your Beneficiary. A primary Beneficiary is the person(s) or entity You designate In Writing to receive insurance benefits if You should die while You are insured under the Policy.

You may name more than one primary Beneficiary. If You name more than one primary Beneficiary, benefits will be paid out equally unless You stipulate otherwise In Writing.

You may also name a contingent Beneficiary. A contingent Beneficiary will receive the life insurance benefit if there is no living primary Beneficiary at the time of Your death.

If no Beneficiary is named, or if no named Beneficiary survives You, We may, at Our option, pay:

- the executors or administrators of Your estate; or
- Your surviving relatives in the following order:
  - a) all to Your surviving Spouse; or
  - b) if no Spouse, or if Your Spouse does not survive You, in equal shares to Your surviving children; or
  - c) if no Child survives You, in equal shares to Your surviving parents; or
  - d) Your sibling(s).

We will be released from further liability for any amount so paid.

ICC22 C93101 53

# If Your Beneficiary Is A Minor Or Lacks Legal Capacity

The method of payment will differ if Your Beneficiary is a minor or a person who lacks legal capacity to give Us a valid release for payment of any Death Benefit. We will issue the payment, as permitted by applicable state law as follows:

- to the guardian of Your Beneficiary's estate; or
- the custodian of the Beneficiary's estate under the Uniform Transfer to Minors Act; or
- an adult caretaker/legal guardian.

We will be fully discharged of Our duties once We have paid Your benefit. We are not responsible for how the payment is used.

# **Changing A Beneficiary**

You may change a Beneficiary at any time while You are living. The change must be made by Written request using a form satisfactory to Us. Your Written request to change the Beneficiary must be on file with the Policyholder. When the Policyholder receives the change, it will take effect as of the date You Signed it whether You are living or not, unless otherwise specified by You. The change will be subject to any payments We have made or actions taken by Us prior to receipt of this notice.

You are the only person who can name or change Your Beneficiary. No other person may change Your Beneficiary on Your behalf, including, but not limited to, any agent under power of attorney, whether durable or non-durable, or other power of appointment unless the appointment specifically states that the agent may change the Beneficiary under this Certificate. You do not need a Beneficiary's consent to make a change unless an irrevocable designation (one that cannot be changed without the consent of the irrevocable Beneficiary) has been made.

We will pay the Death Benefit in accordance with the Beneficiary designation on record. Any payment made before the Policyholder receives a request for a Beneficiary change will be made to the previously designated Beneficiary. The change will not apply to any payment made in good faith by Us before the change request was recorded by the Policyholder.

### **Beneficiary For Dependent Insurance**

We will pay You as the Beneficiary for Dependent life insurance, if You are alive. If You are not alive, at Our option, We may pay Your surviving Spouse if living, or Your estate. Any payment made in good faith will discharge Our liability to the extent of such payment.

#### Simultaneous Death

If a Beneficiary dies on the same day You die, or within 24 hours of Your time of death, the claim will be paid as if that Beneficiary had died before You.

If You and Your Dependent die within a 24 hour period, We will pay all payable benefits under the Policy to Your Beneficiary, or We may pay Your estate.

We will be fully discharged of Our duties once We have paid a benefit. We are not responsible for how the payment is used.

## Is There A Benefit Limitation If An Insured Person Commits Suicide?

The suicide exclusion applies only to any amounts of insurance for which You pay part of the premium.

If You commit suicide before life insurance on You has remained in effect without interruption for a period of 2 years under this and any predecessor group policy, We will not pay such insurance and Our liability will be limited as follows:

- any Premium paid by You will be returned to the Beneficiary.
- any Premium paid by the Policyholder will be returned to the Policyholder.

If You commit suicide before an increase in life insurance on You has remained in effect without interruption for a period of 2 years under this and any predecessor group policy, We will pay the Beneficiary the amount of life insurance in effect on the day before the increase, provided such insurance was in effect without interruption for a period of 2 years prior to Your suicide. Any Premium You paid for the increase will be returned to the Beneficiary. Any Premium paid by the Policyholder for the increase will be returned to the Policyholder.

If Your Dependent commits suicide before life insurance on such person has remained in effect without interruption for a period of 2 years under this and any predecessor group policy, We will not pay such insurance and Our liability will be limited as follows:

- any Premium paid by You will be returned to the Beneficiary.
- any Premium paid by the Policyholder will be returned to the Policyholder.

If Your Dependent commits suicide before an increase in life insurance on such person has remained in effect without interruption for a period of 2 years under this and any predecessor group policy, We will pay to the Beneficiary the amount of life insurance in effect on the day before the increase provided such insurance was in effect without interruption for a period of 2 years prior to such person's suicide. Any Premium You paid for the increase will be returned to You. Any Premium paid by the Policyholder for the increase will be returned to the Policyholder.

# Can You Assign Benefits Under This Certificate?

You may assign all of Your rights, privileges, and benefits under the Policy without the consent of a Beneficiary, unless an irrevocable Beneficiary has been named. The right of any beneficiary to receive the Death Benefit under the Policy is subject and subordinate to the rights of any assignees.

We will recognize the assignee(s) under such assignment as owner(s) of Your right, title, and interest in the Policy if:

- a Written form satisfactory to Us, affirming this assignment, has been completed;
- the Written form has been Signed by You and the assignee(s);
- the Policyholder acknowledges that the insurance being assigned is in force on the life of the assignor;
- the assignment is not prohibited by applicable law; and
- the Written form is received and registered by Us at Our Home Office.

The assignment will take effect as of the date the Written form has been Signed by You, unless otherwise specified by You. We will not be bound by an assignment until We receive and file a Signed copy. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the Policy's provisions before receiving and registering an assignment. We will also not be responsible for the validity of any assignment. If You have made an irrevocable Beneficiary designation, the irrevocable Beneficiary must consent In Writing to the assignment.

# <u>Does This Certificate Conform With Interstate Insurance Product Regulation Commission</u> Standards?

This Certificate was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this Certificate that on the provision's effective date is in conflict with Interstate Insurance Product Regulation Commission standards is amended to conform to the Interstate Insurance Product Regulation Commission standards as of the provision's effective date.

If the terms and provisions of this Certificate do not conform to any applicable federal law or regulation, this Certificate will be interpreted to so conform.

#### Is There A Time Limit on Legal Actions?

No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after Proof has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of the time period provided by the state or jurisdiction in which the Policy was delivered.

#### What If Insurance Fraud Occurs?

We have the right and will to use all means available to Us to detect, investigate, deter, and prosecute those who commit insurance fraud. We also have the right to pursue all legal remedies if You and/or the Policyholder perpetrate insurance fraud.

ICC22 C93101 55

Insurance fraud occurs when You or the Policyholder knowingly and with intent to defraud or deceive Us, provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information, or conceals for the purpose of misleading, information concerning any material fact concerning the coverage sought or payment of benefits.

It is a crime if You or the Policyholder commit insurance fraud, and You or the Policyholder may be guilty of a criminal offense and subject to penalties under state law.

#### What Happens If There Is Noncompliance With Policy Requirements?

Any express waiver by Us of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by Us to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

# What Happens If A Clerical Error Is Made?

A purely clerical error, which arises from other than a failure to perform administrative duties hereunder, whether by the Policyholder or Us, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided in the Policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insured Persons of procedural requirements.

#### What If There Is A Misstatement Of Facts Or Age?

If the material facts, including age, of the Insured Person were not accurate in the application to the Policy:

- a fair adjustment of premium will be made; and
- the true facts, including true age, will decide whether and in what amount insurance is in force under the Policy.

### **Can This Certificate Be Contested?**

Any statement made by an Insured Person, will be considered a representation and not a warranty.

No statement made by an Insured Person will be used to reduce or deny any claim or to cancel an Insured Person's coverage unless:

- the statement is In Writing on an enrollment form or Evidence of Insurability form that is Signed by the Insured Person; and
- a copy of that statement is given to the Insured Person, the Beneficiary or legally authorized representative.

No statement made by an Insured Person relating to his or her insurability will be used to contest the insurance for which the statement was made after the coverage has been in force for two years. For any applied for increases in coverage or reinstatement of coverage, a new two year contestability period is applicable to the amount of the applied for increase or reinstated coverage. Fraudulent statements will be used to contest the insurance for which the fraudulent statement was made if the state where this Certificate was delivered or issued for delivery permits such contests.

No statement will be used to contest the insurance under the policy unless the statement is material to the risk accepted by Us.

# On Whose Behalf Does The Policyholder Act?

For the purposes of the Policy, the Policyholder acts on its own behalf or as the agent of the Insured Person. Under no circumstances will the Policyholder be deemed the agent of Ours without Written authorization.

#### **Can Electronic Transactions Be Used?**

Any transaction relating to the Policy may be conducted by electronic means if performance of the transaction is consistent with applicable state and federal law. Any notice required by the provisions of the Policy given by electronic means will have the same force and effect as notice given In Writing.

#### Is Coverage Provided In Compliance With Economic Sanctions Law Or Regulation?

Notwithstanding any other terms under the Policy, We will not provide coverage nor will We make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under the Policy to the extent that such coverage, payment, service, benefit, or any business or activity of an Insured Person would violate any applicable trade or economic sanctions law or regulation.

# What If Premiums Are Paid Directly To Us?

# Premium Payments

All premiums payable directly to Us must be paid to Our Home Office, or to an agent authorized by Us to collect premiums.

# **Grace Period When Premiums are Paid Directly to Us**

Each Premium due directly from You for insurance provided under the Policy may be paid up to 45 days after its premium due date. This period is known as the grace period.

The insurance provided by this Certificate for which Premium has not been paid will stay in effect during the grace period. We will notify You In Writing that, if the Premium is not paid by the end of the grace period, such insurance will end at the end of the last day of the grace period. If We fail to give Written notice by the end of the grace period, such insurance will continue in effect until the date notice is given.

## If You End Insurance During a Grace Period

You may notify Us In Writing prior to the end of a grace period of Your intent to end insurance coverage provided under this Certificate before the end of such grace period. In this case, such insurance will end on the later of:

- the date stated in the notice; or
- · the date We receive the notice.

The Written notice to be given by Us and required by the second paragraph of the above provision will not be necessary if You notify Us of Your intent to end insurance. If You replace the insurance provided by this Certificate and for which Premium has not been paid, with other group insurance but do not notify Us of Your intent to end the insurance provided under this Certificate, these grace period provisions will apply.

#### **Grace Period Extensions**

We may extend a grace period by giving Written notice to You. Such notice will state the date insurance will end if the Premium remains unpaid. Premiums must be paid for a grace period, any extension of the grace period, and any period insurance was in effect for which Premium was not paid.

# **CLAIM INFORMATION**

#### When Should Notice Of Claim Be Given?

Notice should be given as soon as is reasonably possible after a death. Notice must be given to Us at Our Administrative Office shown on the cover page of this Certificate. Notice given by or on behalf of the claimant to Us with information sufficient to identify the Insured Person, is deemed notice of claim.

A claimant may give such notice by:

- Writing to Us:
- By calling Us at the telephone number shown on the cover page of this Certificate; or
- Communicating electronically with Us at the web address shown on this Certificate.

Upon notice, a claim form will be sent to the claimant.

# What Is Required To Submit A Claim?

The claimant should complete the claim form and return it to Us with the required Proof as instructed in the claim form. No benefits will be paid until We receive Proof satisfactory to Us. Proof must be provided at the claimant's expense.

ICC22 C93101 57

#### What Proof Is Required?

Proof includes a completed and signed claim form and Written evidence satisfactory to Us that a claimant has satisfied the conditions and requirements for any benefit described in this Certificate. When a claim is made for any benefit described in this Certificate, Proof must establish:

- the nature and extent of the loss or condition;
- our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof for a death claim must include a certified copy of the death certificate or other lawful evidence providing equivalent information and Proof of the Beneficiary's interest in the proceeds. The document provided must show the cause of death.

# What Are The Time Limits For Submitting Proof?

Proof should be sent to Us after a loss occurs. The time period Proof must be provided is stated below. Failure to give such Proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give Proof within that time, and the Proof was given as soon as reasonably possible. You must provide Proof no later than 1 year after the time Proof is otherwise required, except in the absence of legal capacity.

#### Death Benefit Claim

No time limit.

## All Other Claims

Notice of claim and Proof, satisfactory to Us, must be provided within 90 days of the date of loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent Proof of eligibility must be furnished at such intervals as We may reasonably require as stated in the specific benefit provision.

#### When Will A Claim Be Paid?

Upon Our receipt of Proof, We will review it. We will settle a claim following Our receipt of satisfactory Proof and any other information requested relating to the claim and such information is satisfactory to Us.

If We approve the claim, We will pay the benefit amount in effect on the date of the loss as follows:

- Immediately for any Covered Loss other than loss for which the Policy provides any periodic payment.
- Payment for all accrued benefits for a Covered Loss for which the Policy provides periodic
  payments will be paid at the expiration of each period for which the benefit is payable. Any
  balance remaining unpaid upon termination of Our liability will be paid immediately upon
  receipt of such Proof.

If the Proof is not sufficient to approve the claim, We will send a Written notice to the claimant stating that 1) We are extending the review period for an additional 90 days; or 2) that the claim is denied. If a claim is denied or the review period is extended, the notice will state the reasons for the extension or denial. The notice will also state the information required to complete the claim review or to appeal a claim denial.

# What Is The Interest On Death Benefits?

Interest will accrue on the amount payable as a claim for life insurance from the date of an Insured Person's death. Such interest will accrue at the rate of interest applicable for funds left on deposit with Us.

Additional interest will accrue at an effective rate of 10% annually, beginning 31 calendar days from the latest of the following until the claim is paid:

- the date that due Proof is received by Us:
- the date We receive sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and

58

\*B000314504202619386690004902917\*

- the date that legal impediments to payment of proceeds that depend on the action of parties other than Us are resolved and sufficient evidence of the same is provided to Us. Legal impediments to payment include, but are not limited to:
  - a) The establishment of guardianships and conservatorships;
  - b) The appointment and qualification of trustees, executors and administrators; and
  - c) The submission of information required to satisfy state or federal reporting requirements.

## What Is Our Right To Conduct A Physical Examination And Autopsy?

At Our own expense, We have the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy as often as it may reasonably require during the duration of the claim. We may have an autopsy performed at Our expense where it is not forbidden by law.

## What If Unpaid Premium Is Due?

Proceeds payable for a claim will be reduced by the amount of any unpaid Premium due and outstanding at the time We make payment.

# **How Will Unearned Premium Be Refunded?**

Any unearned Premium will be refunded to the Policyholder or the claimant as applicable.

# What If There Is An Overpayment Of A Claim?

We have the right to recover any overpayments to a claimant due to fraud or Our error. A claimant must reimburse Us in full. We will not recover more money than the amount We overpaid. We will determine the method by which the repayment will be made.

#### What If There Are Claims Of Creditors?

Death Benefit payments are exempt from legal or equitable process for Your debts or the debts of a Beneficiary, where permitted.

# Who Has Authority To Interpret The Terms Of The Policy And Certificate?

The Policyholder has delegated to the insurance company or its designee certain rights. These include the right to make determinations regarding the eligibility for participation or benefits and to interpret the terms of the Policy and Certificate. This delegation is made for the purpose of claims and enrollment administration only. The insurance company is not the Plan Administrator, as defined by ERISA.

#### **ERISA PROVISIONS**

If the Policy provides benefits under a plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply.

## What Are Your Rights Under An ERISA Plan?

The benefits are provided in a fully insured plan issued by Continental American Insurance Company, a wholly-owned subsidiary of Aflac Incorporated, and are described in this Certificate of Insurance.

You have certain rights and protections under ERISA.

## The right to receive information about Your plan and its benefits.

- You have the right to review and the right to receive, free of charge, at the Plan Administrator's office (or in a place designated by the Plan Administrator) all documents governing the plan, including but not limited to, insurance contracts or a copy of the latest annual report (Form 5500). The Form 5500 is filed by the plan with the U.S. Department of Labor (DOL) and is available in the Public Disclosure Room of the Employee Benefits Security Administration.
- You have the right to receive an annual summary of the plan's financial report.

#### The right to prudent action by the plan fiduciaries.

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

# How to enforce Your rights.

- If Your claim for a benefit is denied or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
- Under ERISA, there are steps You can take to enforce Your rights. For instance, if You request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, You may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay You up to \$110 a day until You receive the requested materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or federal court. You are required to complete administrative appeals prior to filing in court. Your right to file suit in state or federal court may be affected if You do not complete the required appeals.
- If it should happen that Plan fiduciaries misuse the Plan's money, or if You are
  discriminated against for asserting your rights, You may seek assistance from the U.S.
  Department of Labor, or You may file suit in a federal court. The court will decide who
  should pay court costs and legal fees. If You are successful, the court may order the
  person You have sued to pay these costs and fees. If You lose, the court may order You
  to pay these costs and fees, for example, if it finds Your claim is frivolous.

# Need help?

- If You have any questions about the Plan, please contact the Plan Administrator
- If You have any questions about Your rights under ERISA, or if You need help getting documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration (EBSA) or the Division of Technical Assistance and Inquiries, EBSA, U.S. Dept. of Labor, 200 Constitution Ave. N.W., Washington, DC 20210.
- Certain publications about Your ERISA rights and responsibilities can be found by calling the EBSA publications hotline or visiting dol.gov/ebsa.

# What Are The Claim Procedures?

# How to File a Claim

Follow the claim procedures described in the insurance certificate. The claimant should complete the claim form and return it to Us with the required Proof as instructed in the claim form. No benefits will be paid until satisfactory Proof is received. Proof must be provided at the claimant's expense.

#### Claim Review

We will review the claim promptly after We receive all information needed to evaluate the claim. We will notify the claimant of Our decision to approve or deny the claim.

A decision will be made within a reasonable period but no later than 90 days after receipt of a properly filed claim. This time period may be extended by 90 days if We determine that special circumstances require an extension, if prior to the beginning of the extension period We notify the claimant In Writing of the special circumstances and give the date We expect to render a decision. If extended, a decision will be made no more than 180 days after the claim was received. If We approve the claim, the decision will contain information sufficient to reasonably inform the claimant of that decision.

#### Adverse Benefit Determination

An adverse benefit determination means a denial, a reduction, a termination or rescission of coverage, or a failure to provide or make payment for a benefit. If a claim is denied, this is considered an adverse benefit determination. The adverse benefit determination notice will include the following:

- The specific reason(s) for the determination;
- Reference to specific plan provision(s) on which the determination is based;
- When necessary, a description of additional material or information needed to complete the claim and why such information is necessary;
- A statement that the claimant is entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the claim for benefits;
- Identification of any internal rule, guideline, protocol or standard relied on for the claim determination;
- The plan procedures and time limits for appealing; and
- The right to obtain information about the appeal procedures and the right to bring a lawsuit under ERISA following an adverse determination from Us on appeal, including the limitation that any such lawsuit is brought no later than three years from the time proof of claim was required.

# Right to appeal if there is an Adverse Benefit Determination

You or someone You name to act for You (authorized representative) may file an appeal. If someone files an appeal on Your behalf, You must let Us know that You have appointed this person as Your authorized representative. Your appeal must be In Writing and sent to Us. When You send Your appeal, You may include written comments, documents, records or other information related to Your claim. You have the right to one appeal.

- Time Frame for Claims. A final decision will be made no more than 60 days after We receive an appeal. Sometimes, it will take longer to review the appeal because additional information is needed to make a decision. If this happens, We will notify You In Writing of the special circumstance and give the date a decision is expected. If extended, a decision will be made no more than 120 days after the appeal was received by Us.
- Appeal Review. The appeal will be reviewed by someone who did not make the initial decision. The appeal reviewer will not give consideration to the initial decision.
- Appeal Decision. We will send a Notice of the appeal decision. Notice may be provided in written or electronic form. Electronic notices will be provided only when You give Your consent to receive the notice electronically. The appeal determination will include the following:
  - The specific reason(s) for the determination. Reference to specific plan provision(s) on which the determination is based;
  - A statement that You are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the claim for benefits; and
  - Your right to obtain information about the appeal procedures and the right to bring a lawsuit under ERISA following an adverse determination from Us on appeal, including the limitation that any such lawsuit is brought no later than three years from the time proof of claim was required.

# Requirement to File an Internal Appeal before Filing a Lawsuit

If Your claim is denied, in whole or in part, after You have completed the appeal procedure, You may file a civil action in federal court under ERISA.