

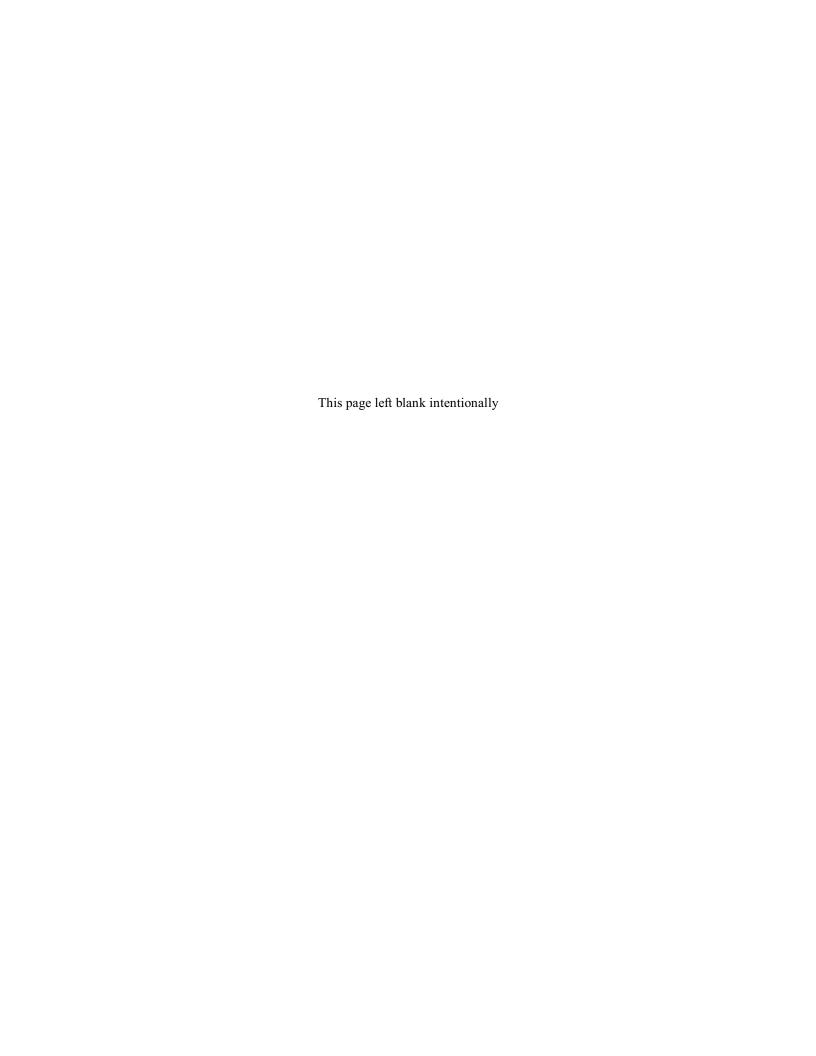
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## **GROUP BOOKLET-CERTIFICATE FOR MEMBERS OF:**

## HAVEN OF REST MINISTRIES, INC.

ALL MEMBERS GROUP VOLUNTARY ACCIDENT INSURANCE

**Print Date: 12/12/2017** 



## CERTIFICATE OF COVERAGE RIDER PORTABILITY

Insurance under the Group Policy is amended to allow Group Accident Insurance to be ported.

Effective as of December 1, 2017, the booklet-certificate to which this Rider is attached is hereby amended with respect to and to the extent provided below.

When insurance would otherwise end under the Group Policy as described below, the Member may be eligible to continue insurance under a Group Accident Portability Insurance Policy underwritten by Principal Life. The Group Accident Portability Insurance Policy will contain provisions that differ from the Group Policy. If a Member elects to continue insurance under this option, they will receive a certificate outlining the Group Accident Portability Insurance Policy provisions.

## **Eligibility**

If Member Accident Insurance under the Group Policy ends because the Member ceases to meet the definition of an Employee, they may be eligible to continue such insurance under the Group Accident Portability Insurance Policy.

In order to continue insurance under the Group Accident Portability Insurance Policy:

- the Member must have been insured under the Group Policy for 12 consecutive months; and
- for Member Accident Portability Insurance, the Member must be less than age 70; and
- for Dependent Accident Portability Insurance, the Dependent spouse must be less than age 70; and
- for any Dependent, Member Accident Insurance must be continued.

Insurance may not be continued for any Covered Person under the Group Accident Portability Insurance Policy if:

- insurance under the Group Policy ends because the Group Policy terminates and is replaced by another Accident policy; or
- for Dependent Accident Portability Insurance, the Dependent ceases to be a Dependent; or
- the Member dies.

## **Ported Coverage**

The insurance that is available for continuation will be the benefits that are in force on the date insurance terminates under the Group Policy. Wellness benefits (if any) are not portable.

## **Request for Coverage/Effective Date**

Notice of the Portability option must be given to the Member by the Policyholder before insurance under the Group Policy terminates, or as soon as reasonably possible thereafter.

The Member must request insurance and pay the first premium within 60 days of the termination date. Any continued coverage under the Portability option will be in force on the day following termination of insurance under the Group Policy.

All other benefits and provisions of the Group Policy remain in effect.

See your employer if you have questions concerning this Rider.

Nothing contained in this Rider may vary, alter or extend any provision or condition of the Group Policy other than as stated in this Rider.

## PRINCIPAL LIFE INSURANCE COMPANY 711 High Street Des Moines, Iowa 50392-0002

Executive Vice President, General Counsel and Secretary Lanil J. Houston
Chairman, President and
Chief Executive Officer

## CERTIFICATE OF COVERAGE RIDER WELLNESS BENEFIT

Insurance under the Group Policy is amended to include coverage for Wellness Benefits.

Effective as of December 1, 2017, the booklet-certificate to which this Rider is attached is hereby amended with respect to and to the extent provided below.

The Group Policy will pay a wellness benefit if the Member or insured Dependent spouse has one of the following wellness tests or procedures performed by a Physician. No wellness benefits are payable for Dependent Child(ren).

One wellness benefit for the flat amount of \$50 will be payable once per calendar year for either the Member or insured Dependent spouse.

The Member or insured Dependent spouse must submit proof of the test or procedure performed. The Group Policy will pay a wellness benefit regardless of the results or the cost of the test or procedure.

Wellness tests or procedures covered are limited to:

- Bone marrow cancer screening (serum protein electrophoresis); or
- Breast cancer screening (CA 15-3, clinical breast exam, mammogram, MRI, ultrasound); or
- Chest x-ray; or
- Colorectal cancer screening (CEA, colonoscopy, fecal occult blood test, sigmoidoscopy); or
- Completion of a smoking cessation program; or
- Completion of a weight reduction program; or
- Diabetes testing (fasting blood glucose test, hemoglobin A1c); or
- Electrocardiogram (ECG) resting or stress; or
- Standard blood chemistry profile or lipid panel (cholesterol, triglycerides, HDL, LDL); or
- Ovarian cancer screening; or
- Pap Smear; or
- Prostate cancer screening (digital rectal exam, PSA blood test); or
- Skin cancer screening.

All other benefits and provisions of the Group Policy remain in effect.

See your employer if you have questions concerning this Rider.

Nothing contained in this Rider may vary, alter or extend any provision or condition of the Group Policy other than as stated in this Rider.

PRINCIPAL LIFE INSURANCE COMPANY 711 High Street Des Moines, Iowa 50392-0002

> Executive Vice President, General Counsel and Secretary

# PRINCIPAL LIFE INSURANCE COMPANY (called Principal Life in this Certificate of Coverage) Des Moines, Iowa 50392-0002

## Certificate of Coverage

<u>Important Notice</u>: This is Accident insurance. It provides a limited specified benefit. It is not a substitute for medical coverage. Please read this Certificate of Coverage carefully to fully understand what it covers, limits, and excludes. Principal Life suggests starting with a review of the terms listed in the DEFINITIONS section. Knowing the meaning of these terms will help with understanding the insurance.

This Certificate of Coverage is part of the Group Policy that is a legal document between Principal Life and the Policyholder to provide benefits to Covered Persons subject to the terms, conditions, limitations and exclusions of the Group Policy. Principal Life issues the Group Policy based on the employer application and payment of the required policy premium. The Group Policy, the incorporated Certificate of Coverage, and the attached employer application make up the entire contract.

This insurance has been designed to provide a benefit payment for a Covered Accident. The benefits are provided by a Group Policy issued by Principal Life. To the extent that benefits are provided by that Group Policy, the administration and payment of claims will be done by Principal Life as an insurer.

The provisions of the Group Policy determine Members' rights and benefits. This Certificate of Coverage briefly describes those rights and benefits. It outlines what the Employee must do to be insured. It explains how to file claims. It is the Member's Certificate of Coverage while insured.

THIS CERTIFICATE OF COVERAGE REPLACES ANY PRIOR CERTIFICATE OF COVERAGE THAT THE MEMBER MAY HAVE RECEIVED FROM PRINCIPAL LIFE. If there are questions about this new Certificate of Coverage, please contact the Policyholder. In the event of future changes to the Member's insurance, the Member will be provided with a new Certificate of Coverage or a Certificate of Coverage rider.

This Certificate of Coverage describes all the benefits available under the Group Policy underwritten by Principal Life. However, if the Member has elected to not accept any available benefits, those benefits described in this Certificate of Coverage will not apply to the Member.

The Group Policy and any Covered Person's insurance under this policy may be discontinued or altered by the Policyholder or Principal Life at any time without the Covered Person's consent.

Principal Life reserves complete discretion to construe or interpret the provisions of the Group Policy, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. Principal Life's decisions in such matters will be controlling, binding, and final as between Principal Life and Covered Persons, subject to the Claim Procedures.

The insurance provided in this Certificate of Coverage is subject to the laws of the state of South Carolina.

## TABLE OF CONTENTS

	Page
DEFINITIONS	GH 8012 (ACC)
HOW TO BE INSURED	
Employees Dependents	GH 8014 (ACC) GH 8015 (ACC)
CONTINUATION OF COVERAGE	GH 8016 (ACC)
REINSTATEMENT	GH 8018 (ACC)
DESCRIPTION OF BENEFITS	
Benefit Provisions - Accident Insurance Benefit Provisions - Accidental Death and Dismemberment Insurance Limitations and Exclusions	GH 8019 (ACC) GH 8020 (ACC) GH 8022 (ACC)
CLAIM PROCEDURES	GH 8024 (ACC)
STATEMENT OF RIGHTS	GH 112 (ACC)

## **DEFINITIONS**

Several words and phrases are capitalized whenever they are used in this Group Policy. For the purpose of the Group Policy these words and phrases have specific meaning as explained in this section.

#### Accident

An act, event or occurrence that is not reasonably foreseeable, or that could not have been expected or anticipated.

## Active Work; Actively at Work

Employees are considered Actively at Work if they are able and available for active performance of all regular duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided an Employee is able and available for active performance of all regular duties on the effective date of coverage and was working the day immediately prior to the date of absence.

#### **Covered Accident**

An Accident that:

- occurs while the Group Policy and the Covered Person's coverage is in force; and
- results in an Injury; and
- is not otherwise excluded under the terms of this policy.

#### **Covered Person**

An Employee or Dependent who is insured under the Group Policy.

## **Date of Issue**

The date the Group Policy is placed in force: December 1, 2017.

## **Dentist**

- A person licensed to practice dentistry; and
- A licensed Physician who provides dental Treatment or Service.

#### **Dependent**

- An Employee's spouse, if that spouse:
  - is legally married to the Employee; and
  - is not in the Armed Forces of any country; and
  - is not insured under the Group Policy as a Member.
- An Employee's Dependent Child(ren) as defined below.

#### **Dependent Child(ren)**

- An Employee's natural child, if that child:
  - is not insured under the Group Policy as a Member; and
  - is less than 26 years of age.
- An Employee's stepchild, if that child:

- meets the requirements above; and
- receives principal support from the Employee.
- An Employee's foster child, if that child:
  - meets the requirements above; and
  - lives with the Employee; and
  - receives principal support from the Employee; and
  - is under legal guardianship of the Employee or the Employee's spouse; and
  - is approved in writing by Principal Life as a Dependent Child.
- An Employee's adopted child, if that child meets the requirements above and the Employee:
  - is a party in a lawsuit in which the Employee is seeking the adoption of the child; or
  - has custody of the child under a court order that grants custody of the child to the Employee.

An adopted child will be considered a Dependent Child on the earlier of: the date the petition for adoption is filed; or the date of entry of an order granting the adoptive parent custody of the child for the purpose of adoption.

Dependent Child will include any child covered under a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) as defined by applicable federal law and state insurance laws that are applicable to this Group Policy, provided the child meets this Group Policy's definition of a Dependent Child.

## **Developmental Disability**

A Dependent Child's substantial disability, as determined by Principal Life, which:

- results from mental retardation, cerebral palsy, epilepsy, or other neurological disorder; and
- is Diagnosed by a Physician as a permanent or long-term continuing condition.

## **Diagnosed or Diagnosis**

A definitive identification of the Injury made by a Physician and supported by documentation of all appropriate and defined studies:

- based upon the usage of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations; and
- meeting any diagnostic requirements stated in the Group Policy for the particular Injury being diagnosed.

## **Employee**

Any PERSON who is residing in the United States, who is a U.S. Citizen or is legally working in the United States, who is regularly scheduled to work for the Policyholder for at least 30 hours per week. The Employee must be compensated by the Policyholder and either the Policyholder or Employee must be able to show taxable income on federal or state tax forms. Work must be at the Policyholder's usual place or places of business, at an alternative worksite at the direction of the Policyholder, or at another place to which the Employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder on a seasonal, temporary, contracted, or part-time basis. A person is considered to be residing in the United States if his or her main home or permanent address is in the United States or if the person is in the United States for six months or more during any 12-month period.

#### **Grace Period**

The first 31 day period following a premium due date.

## **Group Policy**

The policy of group insurance issued to the Policyholder by Principal Life, which describes benefits and provisions for Covered Persons. The Group Policy is divided into two sections:

- the Policyholder provisions; and
- the Certificate of Coverage provisions for Covered Persons.

## **Home Confined**

Due to sickness or injury, the Dependent is unable to carry on the regular and usual activities of a healthy person of the same age and sex and unable to leave his or her home except to receive medical treatment.

## Hospital

An institution that is licensed as a Hospital by the proper authority of the state in which it is located, but not including any institution, or part thereof, that is used primarily as a clinic, Skilled Nursing Facility, convalescent home, rest home, home for the aged, nursing home, custodial care facility, or training center.

## **Immediate Family**

A Covered Person, a Covered Person's spouse, natural or adoptive parent, natural or adoptive child, sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild or spouse of grandparent or grandchild.

#### **Incur or Incurred**

A Covered Accident is deemed to be Incurred on the date the Injury was sustained.

## Injury

Bodily injury resulting directly from an Accident. Injuries must be wholly independent of sickness, disease, bodily infirmity and other causes.

## **Insurance Month**

Calendar month.

## Member

An Employee of the Policyholder who is insured under the Group Policy.

#### **Natural Tooth**

Any tooth or part of a tooth that is organic and formed by the natural development of the body (i.e. not manufactured).

## **Period of Limited Activity**

Any period of time during which a Dependent is:

- confined in a Hospital or Skilled Nursing Facility for any cause; or
- Home Confined.

#### Physical or Mental Disability

A Dependent Child's substantial Physical or Mental Disability, as determined by Principal Life, which:

- results from injury, accident, congenital defect or sickness; and

- is Diagnosed by a Physician as a permanent or long-term dysfunction or malformation of the body.

## Physician

- A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.); or
- any other licensed health care practitioner that state law requires be recognized as a Physician under the Group Policy.

The term Physician does not include the Member, one of the Member's employees, the Member's business or professional partner or associate, any person who has a financial affiliation or business interest with the Member, anyone related to the Member by blood or marriage, or anyone living in the Member's household.

#### **Policy Anniversary**

December 1, 2018 and the same day of each following year.

## Policyholder

HAVEN OF REST MINISTRIES, INC.

#### Sickness

A disease, illness, pregnancy or other condition, which is not an Injury and not caused by an Accident, including infection except when due to an accidental cut or wound.

## **Skilled Nursing Facility**

An institution (including one providing sub-acute care), or distinct part thereof, that is licensed by the proper authority of the state in which it is located to provide skilled nursing care and that:

- is supervised on a full-time basis by a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) or a licensed registered nurse (R.N.); and
- has transfer arrangements with one or more Hospitals, a utilization review plan, and operating policies developed and monitored by a professional group that includes at least one M.D. or D.O.; and
- has an existing contract for the services of an M.D. or D.O., maintains daily records on each patient, and is equipped to dispense and administer drugs; and
- provides 24-hour nursing care and other medical treatment.

Not included are rest homes, homes for the aged, nursing homes, or places for treatment of mental disease, drug addiction, or alcoholism.

## **Treatment or Service**

The consultation, care, or services provided by a Physician, including diagnostic tests and the prescription or use of prescribed drugs and medicines.

## **HOW TO BE INSURED - EMPLOYEES**

#### **Eligibility**

Only Employees are eligible for insurance.

Anyone meeting the definition of Employee on December 1, 2017, will be eligible on that date.

Anyone meeting the definition of Employee later will be eligible on the first of the Insurance Month coinciding with or next following the date the Employee completes 90 consecutive days of continuous Active Work.

## Effective Date - Actively at Work

If an Employee is not Actively at Work on the date insurance would otherwise be effective, insurance will not be effective until the day the Employee returns to Active Work.

#### **Individual Incontestability**

All statements made by any Covered Person will be representations and not warranties. In the absence of fraud, these statements may not be used to contest a claim unless:

- the insurance has been in force for less than two years during the Covered Person's lifetime; and
- the statement is in written form signed by the Covered Person; and
- a copy of the form, which contains the statement, is given to the Covered Person or their beneficiary at the time insurance is contested.

However, the above will not preclude the assertion at any time of defenses based upon the Covered Person not being eligible for insurance under the Group Policy or upon other provisions of the Group Policy.

In addition, if a Covered Person's age is misstated, Principal Life may, at any time, adjust premium and benefits to reflect the correct age.

## **Effective Date for Initial Insurance**

An Employee must request initial insurance in a form provided by Principal Life.

Insurance will normally be effective on:

- the date the Employee is eligible, if the request is made on or before that date; or
- the first of the Insurance Month coinciding with or next following the date the Employee is eligible, if the request is made within 31 days after the date eligible.

However, if the Employee is not Actively at Work on the date insurance would otherwise be effective, insurance will not be effective until the day the Employee returns to Active Work.

## **Scheduled Benefit Changes**

A Member's benefits may be changed due to:

- change in insurance class; or
- changes by policy amendment; or
- change in the Member's family status:

A Member may request the addition of Scheduled Benefits for which they were not previously insured if a change in family status as described below has occurred, provided a request is made in writing within 31 days after the date of the change in family status:

- marriage or divorce;
- death of a spouse or child;
- birth or adoption of a child;
- termination of employment by the Member's spouse or a change in the spouse's employment that causes loss of group Accident coverage.

## **Effective Date for Scheduled Benefit Changes**

A change in the Scheduled Benefit will normally be effective on the first of the Insurance Month coinciding with or next following the date the Member is eligible.

## Effective Date for Changes Requested by the Member for any other Reason

A change requested by the Member will normally be effective on the first of the Insurance Month coinciding with or next following the date of the request.

## Effective Date for Changes - Actively at Work

If the Member is not Actively at Work on the date the change would otherwise be effective, the change will not be effective until the day the Member returns to Active Work. Exception: Any Scheduled Benefit decrease will be effective as noted above, whether or not the Member is Actively at Work.

## **Annual Enrollment Period**

## **Eligibility**

An annual enrollment period will be available for any Employee every year who:

- failed to enroll
  - during the first period in which the Employee was eligible to enroll; or
  - during any previous annual enrollment period.
- previously terminated insurance under this Group Policy and wants to re-enroll.

To qualify for enrollment during the annual enrollment period, the Employee and Dependents must meet the eligibility requirements described in the Group Policy.

#### **Enrollment Period**

The annual enrollment period is the calendar month period immediately prior to the Policy Anniversary date or another period of time requested by the Policyholder and accepted by Principal Life.

#### **Effective Date**

The effective date for any such individual requesting insurance during the annual enrollment period will be the first of the Insurance Month coinciding with or next following the date of completion of the annual enrollment period.

#### **Termination**

The Member's insurance under the Group Policy will cease on the earliest of:

- the date the Group Policy terminates; or
- the date the last premium is paid for the Member's insurance; or
- any date desired, if requested by the Member before that date; or
- the date the Member ceases to be an Employee; or
- the date the Member ceases to belong to a class for which insurance is provided; or
- the date the Member retires; or
- the date the Member ceases Active Work.

#### **Termination for Fraud**

Principal Life may at any time terminate a Covered Person's insurance under the Group Policy in writing and with 31-day notice:

- if the Covered Person submits any claim that contains false or fraudulent elements under state or federal law; or
- upon finding in a civil or criminal case that a Covered Person has submitted claims that contain false or fraudulent elements under state or federal law; or
- when a Covered Person has submitted a claim, which, in good faith judgment and investigation, they knew or should have known, contains false or fraudulent elements under state or federal law.

## **Insurance While Outside of the United States**

If a Covered Person is temporarily outside the United States, the Covered Person may choose to continue insurance, subject to premium payment for a period of six months or less for one of the following reasons:

- travel; or
- a business assignment; or
- full-time student status, provided the Covered Person is either:
  - enrolled and attending an accredited school in a foreign country; or
  - participating in an academic program in a foreign country, for which the institution of higher learning at which the Covered Person is enrolled in the U.S. grants academic credit.

If the Covered Person is outside the United States for any other reason than those listed above, their coverage will automatically terminate.

## **HOW TO BE INSURED - DEPENDENTS**

#### **Eligibility**

Members will be eligible for insurance for their Dependents on the later of:

- the date the Employee is eligible for Member Accident Insurance; or
- the date the Member first acquires a Dependent.

#### **Effective Date**

Dependent Accident Insurance is available only with respect to Dependents of Members. Dependent Accident Insurance will be in force under the same terms as described earlier for Member Accident Insurance, except:

- In no event will Dependent Accident Insurance be in force if the Employee is not insured for Member Accident Insurance.
- If a Dependent is in a Period of Limited Activity on the date initial Dependent Accident Insurance or an increase in Dependent Accident Insurance Scheduled Benefit would otherwise be effective, the Dependent will not be insured or an increase will not be effective until the Period of Limited Activity ends.
- If Dependent Accident Insurance is then in force for any other Dependent, a new Dependent (other than a newborn child) will be insured on the date acquired, provided the new Dependent is not in a Period of Limited Activity. Requests for insurance are not required provided Principal Life has been notified of the new Dependent within 31 days after the date the Dependent is acquired.
- If Dependent Accident Insurance is then in force for any other Dependent, a newly born child will be insured from the moment of live birth, provided the child meets the definition of a Dependent Child.

## **Individual Incontestability**

Dependents will be subject to the Individual Incontestability as described earlier for Member insurance.

## Termination

Insurance for Dependents will terminate on the earliest of:

- the date Member Accident Insurance ceases; or
- the date Dependent Accident Insurance is removed from the Group Policy; or
- the date the last premium is paid for a Dependent's insurance; or
- any date desired, if requested by the Member before that date.

Insurance for any one Dependent will terminate on the date he or she ceases to be a Dependent.

However, insurance will be continued beyond the maximum age for a Dependent Child who is incapable of self-support because of a Developmental or Physical Disability and is dependent on the Member for primary support. The Member must apply for this continuation within 31 days after the Dependent Child reaches the maximum age.

#### **Termination for Fraud**

Dependents will be subject to the Termination for Fraud provisions as described earlier for Member insurance.

#### **Insurance While Outside of the United States**

Dependents will be subject to the Insurance While Outside of the United States provisions as described earlier for Member insurance.	

## CONTINUATION OF COVERAGE

#### **FMLA and Other Continuation Provisions**

If Active Work ends due to an approved leave of absence under FMLA, the Policyholder may choose to continue the Member's insurance, subject to premium payment.

If the continuation portion of the FMLA applies to the Member's insurance, these FMLA continuation provisions:

- are in addition to any other continuation provisions of the Group Policy, if any; and
- will run concurrently with any other continuation provisions of the Certificate of Coverage for sickness, injury, if any.

If continuation qualifies for both state and FMLA continuation, the continuation period will be counted concurrently toward satisfaction of the continuation period under both the state and FMLA continuation periods.

## Sickness or Injury

If Active Work ends because the Member is sick or injured, insurance for the Member may be continued until the earliest of:

- the date insurance would cease as described in Termination, except for Active Work; or
- the date the Member recovers; or
- coverage has been continued under this section for 90 consecutive days.

## Dependent Child Accident Insurance - Developmentally, Physically or Mentally Disabled Children

#### Qualification

Dependent Accident Insurance for a child may be continued after the child reaches the maximum age for Dependent Children provided that:

- the child is incapable of self-support as the result of a Developmental, Physical or Mental Disability and they became so before reaching the maximum age and is dependent on the Member for primary support; and
- except for age, the child continues to be a Dependent Child; and
- proof of the child's incapacity is sent to Principal Life within 31 days after the date the child reaches the maximum age; and
- further proof that the child remains incapable of self-support is provided when Principal Life requests, but not more often than once a year after the initial two-year period after reaching the maximum age; and
- the child undergoes examination by a Physician when Principal Life requests. Principal Life will pay for these examinations and will choose the Physician to perform them.

## **Period of Continuation**

Insurance for a Dependent Child who qualifies as set forth above may be continued until the earlier of:

- the date insurance would cease for any reason other than the child's attainment of the maximum age; or
- the date the child becomes capable of self-support or otherwise fails to qualify as set forth above.

## REINSTATEMENT

## Federal Required Family and Medical Leave Act (FMLA)

An eligible employee's terminated insurance may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work and Period of Limited Activity requirements of the Group Policy.

## Reinstatement of Insurance for a Covered Person When Insurance Ends due to Living Outside of the United States

If insurance for a Covered Person terminates because the Covered Person is outside of the United States, the Covered Person may become eligible again for insurance under the Group Policy, but only if:

- the Employee or Dependent returns to the United States within six months of the date on which insurance terminated because they were outside of the United States; and
- for the Employee, the Employee returns to Active Work in the United States for the Policyholder for a period of at least 30 consecutive days. The Employee will be eligible for insurance on the day immediately following completion of the 30 consecutive days of Active Work; and
- for the Dependent, he or she remains in the United States for 30 consecutive days. If the Dependent does so, he or she will be eligible for reinstatement of insurance on the day after completion of the 30 consecutive days of residence.

The reinstated insurance will be on the same basis as that being provided on the date insurance is reinstated. However, any restrictions on this insurance, which were in effect before reinstatement, will continue to apply. If the Employee or Dependent does not complete the 30 consecutive days of residence, the insurance for the Employee or Dependent will not be reinstated.

## DESCRIPTION OF BENEFITS BENEFIT PROVISIONS

## ACCIDENT INSURANCE

## **Benefit Qualification**

To qualify for benefit payment, all of the following must occur:

- the Covered Person must Incur an Injury while insured for Accident Insurance under this Group Policy; and
- the Injury must be through accidental means; and
- the Covered Person must meet the terms and conditions for an applicable benefit listed below; and
- the Covered Accident must be the direct and sole cause of the Injury; and
- Limitations and Exclusions must not apply; and
- Claim Procedures must be satisfied.

Class ALL MEMBERS

## **Benefits Payable**

Injury	Schedule	ed Benefit	
Burn			
2nd degree up to 25% of body		\$500	
2nd degree over 25% of body		\$1,500	
3rd degree up to 25% of body		\$2,500	
3rd degree over 25% of body		\$5,000	
Coma	\$	15,000	
Concussion		\$500	
Dental Injury		\$500	
Dislocation	Open Reduction (surgical)	Closed Reduction (non-surgical)	
Ankle	\$3,000	\$1,500	
Collarbone	\$3,000	\$1,500	
Elbow	\$3,000	\$1,500	
Foot (excluding toes)	\$3,000	\$1,500	
Hand (excluding fingers)	\$3,000	\$1,500	
Hip	\$7,500	\$3,750	
Knee	\$5,000	\$2,500	
Lower jaw	\$3,000	\$1,500	
Shoulder	\$3,000	\$1,500	
Wrist	\$3,000	\$1,500	
Eye Injury with Surgical Repair	\$:	500	

Fracture	Open Reduction (surgical)	Closed Reduction (non-surgical)	
Ankle	\$3,000	\$1,500	
Arm	\$3,000	\$1,500	
Collarbone	\$3,000	\$1,500	
Elbow	\$3,000	\$1,500	
Facial bones	\$3,000	\$1,500	
Foot (excluding toes)	\$3,000	\$1,500	
Hand (excluding fingers)	\$3,000	\$1,500	
Hip	\$10,000	\$5,000	
Jaw	\$3,000	\$1,500	
Knee cap	\$3,000	\$1,500	
Lower leg (fibula, tibia)	\$5,000	\$2,500	
Pelvis	\$5,000	\$2,500	
Rib	\$1,000	\$500	
Shoulder blade	\$3,000	\$1,500	
Skull (depressed)	\$10,000	\$5,000	
Skull (non-depressed)	\$5,000	\$2,500	
Sternum	\$2,000	\$1,000	
Tailbone (coccyx)	\$1,000	\$500	
Thigh (femur)	\$10,000	\$5,000	
Vertebrae	\$5,000	\$2,500	
Vertebral processes	\$2,000	\$1,000	
Wrist	\$3,000	\$1,500	
Injuries Not Specifically Listed		\$100	
Internal Injury		\$1,500	
Knee Cartilage Injury with Surgical Repair		\$1,500	
Ruptured Disc with Surgical Repair		\$1,500	
Tendon / Ligament / Rotator Cuff Injury with Surgical Repair	5	\$1,500	

If a benefit is paid for an Injury and the Covered Person later qualifies for a higher Scheduled Benefit for the same Covered Accident, we will pay the appropriate Scheduled Benefit less any amount previously paid.

**BURN -** We will pay a Burn benefit when a Covered Person Incurs a 2nd or 3rd degree Burn as a result of a Covered Accident. The Burn must be Diagnosed and treated by a Physician within 72 hours of the Covered Accident.

#### Burn means:

- 2nd degree burns, which are those that have burned through the first layer of skin as well as the second layer of skin (dermis); and
- 3rd degree burns, which are those that burn through all layers of the skin and cause permanent tissue damage.

If the burns meet more than one of the Burn benefit classifications, we will pay the single highest Burn benefit.

We will pay 150% of the Burn benefit if the Burn requires a Skin Graft performed within 90 days of the Covered Accident.

**Skin Graft** means a procedure in which healthy skin is removed (harvested) and transferred to another area of the body where the skin has been severely damaged by burns.

We will pay one Burn benefit per Covered Accident.

**COMA** - We will pay a Coma benefit when a Covered Person has been in a Coma for 15 or more consecutive days as a result of a Covered Accident. The Coma must require intubation for respiratory assistance and be Diagnosed and treated by a Physician within 30 days of the Covered Accident.

Coma means a continuous state of profound unconsciousness characterized by the absence of:

- eye opening,
- motor response, and
- verbal response.

The term coma does not include any medically induced coma.

We will pay one Coma benefit per Covered Accident.

**CONCUSSION -** We will pay a Concussion benefit when a Covered Person Incurs a Concussion as a result of a Covered Accident. The Concussion must be Diagnosed and treated by a Physician using a medical imaging procedure within 72 hours of the Covered Accident.

Concussion means a traumatic blow to the head that results in loss of consciousness, confusion, or loss of memory.

We will pay one Concussion benefit per Covered Accident.

**DENTAL INJURY** - We will pay a Dental Injury benefit when a Covered Person Incurs a broken tooth which requires extraction or repair with a crown, implant or denture as a result of a Covered Accident. The Dental Injury must be treated by a Dentist and the treatment must begin within 60 days of the Covered Accident.

We will pay one Dental Injury benefit per Covered Accident. No benefit will be payable for an Injury to a tooth that is not a sound, natural tooth or for an Injury that is caused by biting or chewing.

**DISLOCATION -** We will pay a Dislocation benefit when a Covered Person Incurs a Dislocation requiring correction through Open or Closed Reduction as a result of a Covered Accident. The Dislocation must be Diagnosed and treated by a Physician within 90 days of the Covered Accident.

Dislocation means a completely separated joint due to an Injury. The dislocation must require correction with anesthesia by a Physician. If a Physician corrects the Dislocation without anesthesia, we will pay 25% of the Scheduled Benefit amount for the applicable Dislocation.

**Open Reduction** means surgical repair of the Dislocation.

Closed Reduction means non-surgical manipulative repair of the Dislocation.

If a Physician Diagnoses the Dislocation as a Partial Dislocation, we will pay 25% of the Scheduled Benefit amount for the applicable Dislocation.

Partial Dislocation means a joint that is misaligned but not completely separated.

If multiple joints are dislocated due to the same Covered Accident, we will pay a maximum of 200% of the Scheduled Benefit amount for the Dislocation with the highest benefit for all dislocations combined.

We will pay a Dislocation benefit only for the first dislocation of a joint after the effective date of coverage for the Covered Person. Subsequent dislocations of the same joint will not be covered.

**EYE INJURY WITH SURGICAL REPAIR -** We will pay an Eye Injury with Surgical Repair benefit when a Covered Person Incurs an Eye Injury requiring surgical repair as a result of a Covered Accident. The Eye Injury must be Diagnosed and treated by a Physician within 90 days of the Covered Accident.

We will pay one Eye Injury with Surgical Repair benefit per Covered Accident. An examination with or without anesthesia is not considered surgical repair. No benefit will be payable for an Injury which involves only the eyelid.

**FRACTURE** - We will pay a Fracture benefit when a Covered Person Incurs a Fracture requiring correction through Open or Closed Reduction as a result of a Covered Accident. The Fracture must be Diagnosed and treated by a Physician within 90 days of the Covered Accident.

Fracture means a complete break in a bone which can be seen by x-ray.

**Open Reduction** means the surgical repair of the fracture.

Closed Reduction means non-surgical manipulative repair of the fracture, including immobilization.

If a Physician Diagnoses the Fracture as a Chip Fracture, we will pay 25% of the Scheduled Benefit amount for the applicable Fracture.

**Chip Fracture** means a Fracture in which a piece of the bone is completely broken off near a joint at a place where a ligament is usually attached.

We will pay one Fracture benefit per bone per Covered Accident. If multiple bones are fractured due to the same Covered Accident, we will pay a maximum of 200% of the Scheduled Benefit amount for the Fracture with the highest benefit for all fractures combined.

If we have paid benefits for a Fracture previously incurred by a Covered Person, any new claim for a Fracture will be payable only if the Fracture is the result of a separate and distinct Covered Accident that occurred after the previous Fracture has completely healed.

**INJURIES NOT SPECIFICALLY LISTED** - We will pay an Injuries Not Specifically Listed benefit when a Covered Person Incurs an Injury not otherwise specifically listed as a result of a Covered Accident. The Injury must be Diagnosed and treated by a Physician within 30 days of the Covered Accident.

We will pay 200% of the Injuries Not Specifically Listed benefit if the Injury is surgically repaired by a Physician.

We will pay one Injuries Not Specifically Listed benefit per Covered Accident.

**INTERNAL INJURY** - We will pay an Internal Injury benefit when a Covered Person Incurs an Internal Injury as a result of a Covered Accident. The Injury must be Diagnosed and treated by a Physician within 72 hours of the Covered Accident.

Internal Injury means a trauma that involves an organ within the cranial, abdominal pelvic cavity or thoracic cavity or internal bleeding into a body cavity.

We will pay 200% of the Internal Injury benefit if the Internal Injury is surgically repaired by a Physician.

We will pay one Internal Injury benefit per Covered Accident. This benefit is not payable for exploratory surgery without repair or for injuries related to a hernia.

**KNEE CARTILAGE INJURY WITH SURGICAL REPAIR** - We will pay a Knee Cartilage Injury with Surgical Repair benefit when a Covered Person Incurs a torn, ruptured or severed knee cartilage (meniscus) in one or both knees requiring surgical repair as a result of a Covered Accident. The Injury must be Diagnosed and treated by a Physician within 60 days of the Covered Accident and surgically repaired by a Physician within 365 days of the Covered Accident.

We will pay one Knee Cartilage Injury with Surgical Repair benefit per Covered Accident. This benefit is not payable for exploratory surgery without repair.

**RUPTURED DISC WITH SURGICAL REPAIR** - We will pay a Ruptured Disc with Surgical Repair benefit when a Covered Person Incurs one or more ruptured discs in the spine requiring surgical repair as a result of a Covered Accident. The Injury must be Diagnosed and treated by a Physician within 60 days of the Covered Accident and surgically repaired by a Physician within 365 days of the Covered Accident.

We will pay one Ruptured Disc with Surgical Repair benefit per Covered Accident. This benefit is not payable for exploratory surgery without repair.

TENDON / LIGAMENT / ROTATOR CUFF INJURY WITH SURGICAL REPAIR - We will pay a Tendon / Ligament / Rotator Cuff Injury with Surgical Repair benefit when a Covered Person Incurs one or more torn, ruptured or severed tendons, ligaments and/or rotator cuffs requiring surgical repair as a result of a Covered Accident. The Injury must be Diagnosed and treated by a Physician within 60 days of the Covered Accident and surgically repaired by a Physician within 365 days of the Covered Accident.

We will pay up to two Tendon / Ligament / Rotator Cuff Injury with Surgical Repair benefits per Covered Accident. This benefit is not payable for exploratory surgery without repair.

## DESCRIPTION OF BENEFITS BENEFIT PROVISIONS

#### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

## **Benefit Qualification**

To qualify for benefit payment, all of the following must occur:

- the Covered Person must Incur an Injury while insured for Accidental Death and Dismemberment Insurance under this Group Policy; and
- the Injury must be through accidental means; and
- the Covered Person must meet the terms and conditions for an applicable benefit listed below; and
- the Covered Accident must be the direct and sole cause of a loss listed below; and
- the loss must be Incurred within 365 days of the Covered Accident; and
- Limitations and Exclusions must not apply; and
- Claim Procedures must be satisfied; and
- All medical evidence must be satisfactory to Principal Life.

For Accidental Death and Dismemberment Insurance, an Injury is not considered to be through accidental means if it is a reasonably foreseeable consequence of a voluntary act.

## **Schedule of Insurance**

	Scheduled Benefit
Member	\$25,000
Dependent Spouse	\$12,500
Dependent Children	\$6,250

## **Accidental Death and Dismemberment Benefit**

If all of the benefit qualifications are met, we will pay the following percentages of the Scheduled Benefit in force:

Covered Loss	% of Scheduled Benefit
Loss of life	100%
One hand severed at or above the wrist (the loss of at least four fingers of the hand will be considered severance of the entire hand) or one foot severed at or above the ankle	50%
Both hands severed at or above the wrist or both feet severed at or above the ankle or one hand and one foot	100%
Thumb and index finger on the same hand severed through or above the metacarpophalangeal joints	25%

Total payment for all losses under the Accidental Death and Dismemberment Benefit that result from the same Covered Accident will not exceed the Scheduled Benefit. If a benefit is paid for an Accidental Death and Dismemberment loss and the Covered Person later qualifies for a higher % of Scheduled Benefit for the same Covered Accident, we will pay the appropriate Scheduled Benefit less any amount previously paid. Payment for loss of life will be to the beneficiary named and subject to the Beneficiary and Facility of Payment provisions. Payment for all other losses will be to the Member.

## **Common Carrier Benefit**

We will pay an additional benefit equal to 200% of the Scheduled Benefit amount paid under the Accidental Death and Dismemberment Benefit if the Covered Person's loss is Incurred while a passenger in a Common Carrier.

For this benefit, Common Carrier means airplanes, ships, trains, subways, buses, taxis, rideshares, or trolleys, licensed to transport people.

## Disappearance

It will be presumed that a Covered Person has lost his or her life if:

- a. the Covered Person's body has not been found within 365 days after the disappearance of a conveyance in which the Covered Person was an occupant at the time of disappearance; and
- b. the disappearance of the conveyance was due to its accidental wrecking or sinking; and
- c. this Group Policy would have covered the Injury resulting from the accident.

## Seat Belt/Airbag Benefit

If the Covered Person loses his or her life as a result of a Covered Accident Incurred while driving or riding in an Automobile, we will pay an additional benefit equal to 25% of the Scheduled Benefit amount paid under the Accidental Death and Dismemberment Benefit provided:

- a. the Automobile is equipped with factory-installed Seat Belts; and
- b. the Seat Belt was in actual use by the Covered Person and properly fastened at the time of the accident; and
- c. the position of the Seat Belt is certified in the official report of the accident or by the investigating officer.

This additional benefit payment will also apply if the Covered Person was driving an Automobile equipped with a properly functioning driver-side air bag or riding as a passenger in an Automobile equipped with a properly functioning passenger-side air bag, although the Covered Person's Seat Belt may not have been fastened at the time of the accident. The properly functioning and/or deployment of the air bag must be certified in the official report of the accident or by the investigating officer.

For the purpose of this benefit, "Automobile" means a four-wheel passenger vehicle, station wagon, pick-up truck, or van-type vehicle, but excludes recreational-type vehicles such as a "dune-buggy" or an "all-terrain" vehicle.

The term "Seat Belt" means a factory-installed device that forms an occupant restraint and injury avoidance system.

## **Repatriation Benefit**

If a benefit is paid under this section for loss of the Covered Person's life and death occurred at least 100 miles away from the Covered Person's permanent place of residence, we will pay all customary and

reasonable expenses incurred for preparation of the body and its transportation to the place of burial or cremation up to a maximum benefit payment of 10% of the Scheduled Benefit amount paid under the Accidental Death and Dismemberment Benefit.

## Loss of Use or Paralysis Benefit

If all of the benefit qualifications are met, we will pay the following percentages of the Scheduled Benefit in force:

Covered Loss	% of Scheduled Benefit
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
One hand and one foot, or both hands or both feet	50%
One arm or one leg	25%
One hand or one foot	25%

For this benefit, Loss of Use means a total and irrevocable loss of voluntary movement which has continued for 12 consecutive months. Quadriplegia means total paralysis of all four limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means paralysis of one arm and one leg on the same side of the body. Paralysis must be determined by a Physician to be permanent, complete and irreversible.

Total payment for all losses under the Loss of Use or Paralysis Benefit that result from the same Covered Accident will not exceed the Scheduled Benefit. If a benefit is paid and the Covered Person later qualifies for a higher % of Scheduled Benefit for the same Covered Accident, we will pay the appropriate Scheduled Benefit less any amount previously paid. Payment for the loss will be to the Member.

We will not pay a Loss of Use or Paralysis Benefit for any paralysis caused by a stroke.

## Loss of Sight, Speech and/or Hearing Benefit

If all of the benefit qualifications are met, we will pay the following percentages of the Scheduled Benefit in force:

Covered Loss	% of Scheduled Benefit
Speech and hearing in both ears	100%
Speech or hearing in both ears	50%
Hearing in one ear	25%
Sight in both eyes	100%
Sight in one eye	50%

For this benefit, Loss of Speech or Hearing means a total and irrevocable loss which has continued for 12 consecutive months. Loss of Sight means vision that is not correctable to better than 20/200. Loss must be determined by a Physician to be permanent, complete and irreversible.

Total payment for all losses under the Loss of Sight, Speech and/or Hearing Benefit that result from the same Covered Accident will not exceed the Scheduled Benefit. If a benefit is paid and the Covered Person later qualifies

for a higher % of Scheduled Benefit for the same Covered Accident, we will pay the appropriate Scheduled Benefit less any amount previously paid. Payment for the loss will be to the Member.

## **Exposure**

Exposure to the elements will be presumed to be an injury if:

- a. such exposure is due to an accidental bodily injury; and
- b. within 365 days after the injury, the Covered Person incurs a loss that is the result of the exposure; and
- c. this Group Policy would have covered the injury resulting from the accident.

#### **Beneficiary**

A beneficiary should be named at the time an Employee enrolls under this Group Policy. A Member may name or later change a named beneficiary by sending a written request to Principal Life. A change will not be effective until recorded by Principal Life. Once recorded, the change will apply as of the date the request was signed. If Principal Life properly pays any benefit before a change request is received, that payment may not be contested. Further:

a. If a Member's terminated insurance is reinstated, his or her beneficiary will be as recorded on the date of termination.

#### **Facility of Payment**

Settlement of a death claim will be made after written proof of death has been received by Principal Life. If settlement is not made within 30 days after written proof has been received, interest will be payable from the date of death until the settlement date. The interest rate will be determined by Principal Life but not less than that which is payable on deposits with Principal Life.

If any of the below occur, benefits will be paid as stated. All such payments will discharge Principal Life to the full extent of those payments.

- a. If a beneficiary is charged with the Covered Person's death, such beneficiary may be disqualified from receiving any benefit due. Payment may then be made to the contingent beneficiary if any, otherwise to the executor or administrator of the Covered Person's estate.
- b. Any benefit due a beneficiary who dies before the Covered Person's death will be paid in equal shares to the Member's surviving beneficiaries.
- c. If a beneficiary dies at the same time or within 15 days after the Member dies, but before Principal Life receives written proof of the Member's death, payment will be made as if the Member survived the beneficiary.
- d. If no beneficiary survives the Member or if the Member has not named a beneficiary, payment will be made in the following order of precedence as numbered:
  - (1) to the Member's spouse;
  - (2) to the Member's children born to or legally adopted by the Member;
  - (3) to the Member's parents;
  - (4) to the Member's brothers and sisters:
  - (5) if none of the above, to the executor or administrator of the Member's estate.

e. For a loss other than loss of life, Principal Life will normally pay benefits directly to the Member. If payment amounts remain due upon the Member's death, those amounts may, at the option of Principal Life, be paid to the Member's spouse, child, parent, or estate.

If Principal Life believes a person is not legally able to give a valid receipt, as determined by Principal Life, for a payment, and no guardian has been appointed, Principal Life may pay whoever has assumed the care and support of the person.

## Autopsy

If payment for loss of life is claimed, Principal Life may require an autopsy. Principal Life will pay for any such autopsy.

## **DESCRIPTION OF BENEFITS**

## LIMITATIONS AND EXCLUSIONS

#### Limitations

Benefits will not be paid for an Injury caused indirectly or directly by, contributed to, or resulting from:

- willful self-injury or self-destruction, while sane or insane; or
- voluntary participation in an auto-erotic activity; or
- war or act of war; or
- voluntary participation in an assault, felony, criminal activity, insurrection, or riot; or
- duty as a member of a military organization; or
- injuries Diagnosed outside of the United States unless the Diagnosis can be confirmed by a Physician in the United States; or
- the use of any drug, narcotic, hallucinogen, or other controlled substance not prescribed for the Covered Person by a Physician, or if prescribed, not used in a manner consistent with that prescription, directly or indirectly; or
- deliberate use of poison, gas, fumes, or household items (such as aerosols), whether by ingestion, injection, inhalation or absorption; or
- intoxication (A Covered Person will be considered intoxicated when their blood alcohol level exceeds the legal limit used for operating a motor vehicle in the jurisdiction in which the Covered Accident occurs regardless of whether they were actually operating a motor vehicle or not); or
- sickness, disease, medical or surgical treatment of disease, or complications following the surgical treatment of disease; or
- operating, learning to operate, or serving as a crew member or flight for life personnel of any aircraft or hot air balloon except as a crew member in a Policyholder owned or leased aircraft on company business; or
- jumping, parachuting, or falling from any aircraft or hot air balloon, including those which are not motor-driven; parasailing, bungee jumping or other aeronautic activities; or
- riding in or driving any motor driven vehicle in a race, stunt show or speed test; or
- any Dental Injury that occurs from biting or chewing; or
- practicing for or participating in any semi-professional or professional competitive athletic activity, including officiating or coaching, for which any type of compensation or remuneration is received; or
- any Injury to a Dependent Child received during child birth; or
- Injury arising from or during employment for wage or profit.

## **Exclusions**

No benefits will be paid for any Injury:

- Incurred while residing outside the United States for more than six months; or

- Incurred while incarcerated in any type of penal or detention facility; or
- for which proof is submitted by a Physician who is part of the Covered Person's Immediate Family.

## **CLAIM PROCEDURES**

#### **Notice of Claim**

Written notice of claim must be given to Principal Life within 20 days of the Covered Accident. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

#### **Claim Forms**

Claim forms and other information needed to prove the claim must be filed with Principal Life in order to obtain payment of benefits. The Policyholder will provide forms to assist the Member in filing claims. If the forms are not provided within 15 days after Principal Life receives such notice, the Member will be considered to have complied with the requirements of the Group Policy upon submitting, within the time specified below for filing proof of the Covered Accident, written proof covering the occurrence, character and extent of the Covered Accident.

#### **Proof of Covered Accident**

Completed claim forms and other information needed to prove the Covered Accident should be filed promptly. Written proof of the Covered Accident should be sent to Principal Life within 180 days after the date of the Covered Accident. Proof required includes the date, nature, and extent of the Injury. Principal Life may request additional information to substantiate a Covered Accident or require a signed unaltered authorization to obtain that information from the provider. Failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the appropriate claim form is received by Principal Life.

#### Payment, Denial, and Review

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, Principal Life will send a written explanation prior to the expiration of the 45 days. A claimant is then allowed up to 45 days to provide all additional information requested. Principal Life is permitted two 30-day extensions for processing an incomplete claim. Written notification will be sent to a claimant regarding the extension.

In actual practice, benefits under the Group Policy will be payable sooner, provided Principal Life receives complete and proper proof of the Covered Accident. Further, if a claim is not payable or cannot be processed, Principal Life will submit a detailed explanation of the basis for the denial.

A claimant may request an appeal of a claim denial by written request to Principal Life within 180 days of the receipt of notice of the denial. Principal Life will make a full and fair review of the claim. Principal Life may require additional information to make the review. Principal Life will notify the claimant in writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because Principal Life did not receive the requested additional information, Principal Life is permitted a 45-day extension for the review. Written notification will be sent to the claimant regarding the extension. After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, "claimant" means the Covered Person.

#### **Settlement of Proceeds**

When Principal Life receives written proof of the Covered Accident, the Scheduled Benefit in force for the Covered Person, less any unpaid premium, will be paid in a single lump sum.

## **Facility of Payment**

Principal Life will normally pay benefits directly to the Member. However, in the special instances listed below, payment will be as indicated. All payments so made will discharge Principal Life to the full extent of those payments.

- If payment amounts remain due upon the Member's death, those amounts will be payable to the beneficiary designated by the Member. If no beneficiary has been designated, those amounts may, at the option of Principal Life, be paid to the Member's spouse, child, parent, brother, sister or estate.
- If Principal Life believes a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, Principal Life may at its option, pay such benefits, up to an amount not to exceed \$5,000, to any relative by blood or connection by marriage of the person who is deemed by Principal Life to be entitled to such payment.

## **Medical Examinations**

Principal Life may have the claimant examined by a Physician during the course of a claim. Principal Life will pay for these examinations and will choose the Physician to perform them.

## **Legal Action**

Legal action to recover benefits under the Group Policy may not be started earlier than 90 days after proof of the Covered Accident is filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than six years after that proof is required to be filed.

## **Time Limits**

All time limits listed in this section will be adjusted as required by law.

## STATEMENT OF RIGHTS

Federal law requires that this section be included in the Certificate of Coverage:

As a participant in this plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all plan participants shall be entitled to:

## **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants 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.

## **Enforce Your Rights**

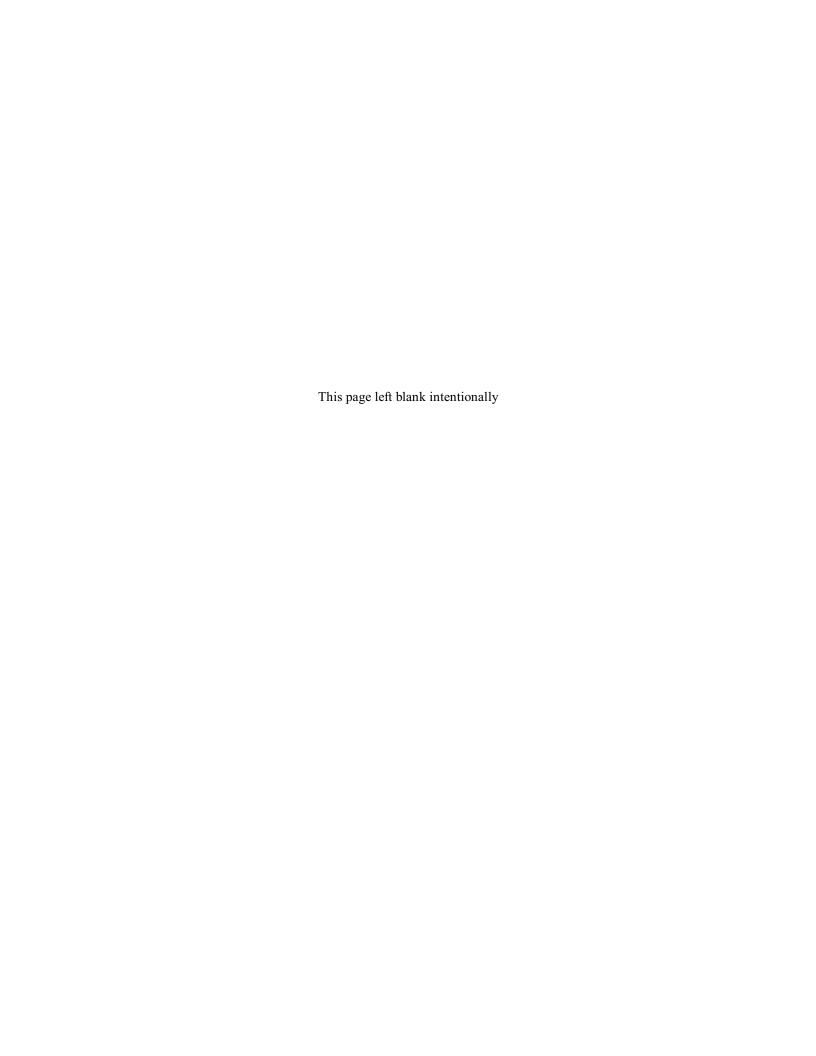
If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above 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 materials, unless the materials were not sent because of reasons beyond the control of the 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. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries,

Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



## Plan Arranged By

## SOUTHEAST INSURANCE GROUP INC 2340 HARD SCRABBLE RD COLUMBIA SC 29223-7703

