

Insurance **PROTECTION** for the Healers of Tomorrow



New York Institute of Technology

755331-D Life  
Medical Students

 **INSURANCE**

AMA Insurance Agency, Inc.  
A subsidiary of the American Medical Association  
300 N. Wabash Ave., Suite 39300  
Chicago, IL 60611-5885

# STANDARD INSURANCE COMPANY

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

## CERTIFICATE GROUP LIFE INSURANCE

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**Policyholder:** U.S. Bank Trust National  
Association, Trustee of the American Medical  
Association Group Insurance Trust

**Group Sponsor:** New York Institute of  
Technology

**Group Policy Number:** 644180-D

**Group Sponsor Number:** 755331-D

**Group Policy Effective Date:** February 1, 2006

**Group Sponsor Effective Date:** July 1, 2017

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The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms under the Group Policy. If the terms of this Certificate differ from the terms under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide you with a revised Certificate or other notice.

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

**This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.**

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



Chairman, President and CEO

## Table of Contents

|                                                    |    |
|----------------------------------------------------|----|
| COVERAGE FEATURES .....                            | 1  |
| GENERAL POLICY INFORMATION .....                   | 1  |
| BECOMING INSURED .....                             | 1  |
| SCHEDULE OF INSURANCE.....                         | 2  |
| OTHER BENEFITS.....                                | 3  |
| OTHER PROVISIONS .....                             | 3  |
| PREMIUM CONTRIBUTIONS.....                         | 3  |
| LIFE INSURANCE .....                               | 5  |
| A. Insuring Clause.....                            | 5  |
| B. Amount Of Life Insurance.....                   | 5  |
| C. Changes In Life Insurance .....                 | 5  |
| D. Repatriation Benefit .....                      | 5  |
| E. Suicide Exclusion: Life Insurance .....         | 5  |
| F. When Life Insurance Becomes Effective.....      | 6  |
| G. When Life Insurance Ends.....                   | 6  |
| H. Reinstatement Of Life Insurance.....            | 7  |
| ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....  | 7  |
| A. Insuring Clause.....                            | 7  |
| B. Definition Of Loss For AD&D Insurance .....     | 7  |
| C. Amount Payable .....                            | 7  |
| D. Changes In AD&D Insurance.....                  | 7  |
| E. AD&D Insurance Exclusions.....                  | 7  |
| F. Additional AD&D Benefits.....                   | 8  |
| G. Becoming Insured For AD&D Insurance .....       | 9  |
| H. When AD&D Insurance Ends .....                  | 10 |
| ACTIVE PARTICIPATION PROVISIONS.....               | 10 |
| PORTABILITY OF INSURANCE .....                     | 10 |
| WAIVER OF PREMIUM.....                             | 11 |
| ACCELERATED BENEFIT.....                           | 12 |
| RIGHT TO CONVERT .....                             | 14 |
| CLAIMS .....                                       | 15 |
| ASSIGNMENT .....                                   | 17 |
| BENEFIT PAYMENT AND BENEFICIARY PROVISIONS .....   | 17 |
| TIME LIMITS ON LEGAL ACTIONS .....                 | 19 |
| INCONTESTABILITY PROVISIONS .....                  | 19 |
| CLERICAL ERROR, AGENCY, AND MISSTATEMENT.....      | 20 |
| TERMINATION OR AMENDMENT OF THE GROUP POLICY ..... | 20 |
| AND GROUP SPONSOR COVERAGE.....                    | 20 |
| DEFINITIONS.....                                   | 21 |

## **Index of Defined Terms**

|                                                  |                                      |
|--------------------------------------------------|--------------------------------------|
| Accelerated Benefit, 12                          | Material Duties, 22                  |
| Active Participation, Actively Participating, 10 | Maximum Conversion Amount, 3         |
| AD&D Insurance, 21                               | Member, 1                            |
| Air Bag System, 8                                | Minimum Time Insured, 3              |
| Automobile, 8                                    |                                      |
|                                                  | Noncontributory, 22                  |
| Beneficiary, 17                                  |                                      |
|                                                  | Physician, 22                        |
| Child, 21                                        | Policyholder, 1                      |
| Continuation During Total Disability, 6          | Pregnancy, 22                        |
| Contributory, 21                                 | Prior Plan, 22                       |
| Conversion Period, 14                            | Proof Of Loss, 15                    |
|                                                  |                                      |
| Disabled, 21                                     | Qualifying Event, 14                 |
| Domestic Partner, 22                             | Qualifying Medical Condition, 12     |
|                                                  |                                      |
| Eligibility Waiting Period, 1                    | Recipient, 18                        |
| Evidence Of Insurability, 21                     | Right To Convert, 14                 |
|                                                  |                                      |
| Group Policy, 21                                 | School, 22                           |
| Group Policy Effective Date, 1                   | Seat Belt System, 8                  |
| Group Policy Number, 1                           | Sickness, 22                         |
| Group Sponsor, 21                                | Spouse, 22                           |
|                                                  | Student, 22                          |
|                                                  |                                      |
| Injury, 22                                       | Totally Disabled, 22                 |
| Insurance (for Accelerated Benefit), 14          |                                      |
| Insurance (for Right to Convert), 14             | Waiver Of Premium, 11                |
| Insurance (for Waiver Of Premium), 11            | War, 7                               |
|                                                  |                                      |
| Leave Of Absence Period, 3                       | You, Your (for Right To Convert), 14 |
| Life Insurance, 22                               |                                      |
| Loss (for AD&D Insurance), 7                     |                                      |

## COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

|                                                      |                                                                                                         |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Group Policy Number:                                 | 644180-D                                                                                                |
| Type of Insurance Provided:                          |                                                                                                         |
| Life Insurance:                                      | Yes                                                                                                     |
| Accidental Death And Dismemberment (AD&D) Insurance: | Yes                                                                                                     |
| Policyholder:                                        | U.S. Bank Trust National Association, Trustee of the American Medical Association Group Insurance Trust |
| Group Policy Effective Date:                         | February 1, 2006                                                                                        |
| Group Sponsor:                                       | New York Institute of Technology                                                                        |
| Group Sponsor Number:                                | 755331-D                                                                                                |
| Group Sponsor Effective Date:                        | July 1, 2017                                                                                            |
| Policy Issued in:                                    | Illinois                                                                                                |

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### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Participation Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

|                             |                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Definition of Member:       | <p>You are a Member if you are:</p> <ol style="list-style-type: none"><li>1. A medical Student;</li><li>2. Actively Participating in the curriculum of your School; and</li><li>3. Eligible for Student membership in the American Medical Association.</li></ol> <p>You are not a Member if you are a full-time member of the armed forces of any country.</p> |
| Eligibility Waiting Period: | <p>You are eligible on one of the following dates:</p> <p>If you are a Member on the Group Sponsor Effective Date, you are eligible on that date.</p> <p>If you become a Member after the Group Sponsor Effective Date, you are eligible on the date you become a Member.</p>                                                                                   |

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Group Sponsor Effective Date means the date the Group Sponsor's coverage under the Group Policy becomes effective.

Evidence of Insurability:

Required:

- a. For late application for Contributory insurance.
- b. For reinstatements if required.
- c. For Members eligible but not insured under the Prior Plan.

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## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

|                         |                                                                                                                                                                                     |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Life Insurance Benefit: | \$100,000                                                                                                                                                                           |
| Repatriation Benefit:   | The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less. |

### SCHEDULE OF AD&D INSURANCE

|                            |                                                                                                                                                                                                                                                                                                                                               |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AD&D Insurance Benefit:    | The amount of your AD&D Insurance Benefit is equal to the amount of your Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.                                                                                                                             |
| Seat Belt Benefit:         | The amount of the Seat Belt Benefit is the lesser of (1) \$10,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.                                                                                                                                                                                                 |
| Air Bag Benefit:           | The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.                                                                                                                                                                                                    |
| Career Adjustment Benefit: | The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.                              |
| Child Care Benefit:        | The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.                                                                            |
| Higher Education Benefit:  | The tuition expenses incurred per Child at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, within 4 years after the date of your death but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less. |

### AD&D TABLE OF LOSSES

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

|                                                    |                     |
|----------------------------------------------------|---------------------|
| Loss:                                              | Percentage Payable: |
| a. Life                                            | 100%                |
| b. One hand, one foot, or<br>sight of one eye      | 50%                 |
| c. Two or more of the Losses listed<br>in b. above | 100%                |

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

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#### OTHER BENEFITS

|                      |     |
|----------------------|-----|
| Waiver Of Premium:   | Yes |
| Accelerated Benefit: | Yes |

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#### OTHER PROVISIONS

Limits on Right To Convert if  
the Group Policy or Group Sponsor's  
Coverage under the Group Policy  
terminates or is amended:

|                                     |                   |
|-------------------------------------|-------------------|
| Minimum Time Insured:               | 5 years           |
| Maximum Conversion Amount:          | \$10,000          |
| Suicide Exclusion:                  | Applies to:       |
|                                     | a. Life Insurance |
|                                     | b. AD&D Insurance |
| Leave Of Absence Period:            | 60 days           |
| Insurance Eligible For Portability: |                   |
| Life Insurance:                     | Yes               |
| Minimum combined amount:            | \$10,000          |
| Maximum combined amount:            | \$300,000         |
| AD&D Insurance:                     | Yes               |
| Minimum combined amount:            | \$10,000          |
| Maximum combined amount:            | \$300,000         |

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#### PREMIUM CONTRIBUTIONS

|                    |                                                                                                                               |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Life Insurance is: | Noncontributory. The Group Sponsor determines the amount, if any, of each Member's contribution toward the cost of insurance. |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------|

AD&D Insurance is:

Noncontributory. The Group Sponsor determines the amount, if any, of each Member's contribution toward the cost of insurance.

## LIFE INSURANCE

### A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

### B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

### C. Changes In Life Insurance

#### 1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Participation Provisions**, an increase in your Life Insurance becomes effective as follows:

##### a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

##### b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification or age.

#### 2. Decreases

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

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Group Sponsor receives your written request for the decrease.

### D. Repatriation Benefit

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

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

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

### E. Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.

2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

F. When Life Insurance Becomes Effective

Subject to the **Active Participation Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

- a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

- b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.

- (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

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

- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;
3. The date the Group Sponsor's coverage under the Group Policy terminates; and
4. The date you cease to be a Member. However, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
  - a. To remain eligible during a break between School sessions, you must be scheduled to return to School as a Student when the next session starts.
  - b. While your ability to Actively Participate is limited because of Sickness, Injury, or Pregnancy.

Continuation During Total Disability: If you are Totally Disabled and you are not eligible for Waiver Of Premium (see **Waiver Of Premium**), your Life Insurance will continue, while you remain Totally Disabled, for a period of six months, but not beyond the date the Group Policy terminates. This applies even if your status as a Student terminates.

- c. During any other scheduled leave of absence approved by the Group Sponsor in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

#### H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 3 below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.

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### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### A. Insuring Clause

If you have an accident while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

#### B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, or sight which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days after the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

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

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

#### C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

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

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

#### E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who suffers the Loss is a fare paying passenger on a commercial aircraft.
8. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

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

We will pay a Seat Belt Benefit if all of the following requirements are met:

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

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

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

Air Bag Benefit

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

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

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

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

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

Career Adjustment Benefit

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

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

1. You are insured for AD&D Insurance under the Group Policy.

2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

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

#### Child Care Benefit

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

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

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

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

#### Higher Education Benefit

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

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

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

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

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

##### 1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

##### 2. Effective Date

Subject to the **Active Participation Provisions**, AD&D Insurance becomes effective as follows:

###### a. Noncontributory AD&D Insurance

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

###### b. Contributory AD&D Insurance

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

- (i) The date you become eligible if you apply on or before that date.

- (ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

#### H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earliest of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.
4. The date the Group Sponsor's AD&D Insurance coverage under the Group Policy terminates.
5. The date your Life Insurance is continued under Continuation During Total Disability. (See item 4.b., When Life Insurance Ends.)

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### ACTIVE PARTICIPATION PROVISIONS

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

Active Participation and Actively Participating mean participating full-time in the curriculum of the School in which you are enrolled. This includes attending classes and performing other duties as required to maintain your status as a Student in good standing.

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### PORTABILITY OF INSURANCE

#### A. Portability Of Insurance

If your insurance under the Group Policy ends because your Active Participation with your Group Sponsor terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your Active Participation terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.  
  
(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)
2. On the date your Active Participation ceases, you are under age 65.
3. On the date your Active Participation ceases, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 60 days after the date you cease to Actively Participate. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability

Insurance Policy and will contain provisions that differ from your Group Sponsor's coverage under the Group Policy.

**B. Amount Of Portable Insurance**

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your Active Participation ceases.

**C. When Portable Insurance Becomes Effective**

Portable group insurance will become effective the day after you cease to Actively Participate, if you apply within 60 days after the date you cease to Actively Participate.

If death occurs within 60 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your Active Participation ceases and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before you cease to Actively Participate.

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## **WAIVER OF PREMIUM**

**A. Waiver Of Premium Benefit**

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 45;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

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

**B. Definitions For Waiver Of Premium**

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Waiting Period means the period you must be continuously Totally Disabled before Waiver Of Premium begins. The Waiting Period begins on the date you become Totally Disabled and ends 180 days later or when benefits become payable under a group long term disability policy issued by us, whichever is earlier.

**C. Premium Payment**

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

**D. Refund Of Premiums**

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become qualified for Waiver Of Premium.

**E. Amount Of Insurance**

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy or your Group Sponsor's coverage under the Group Policy, while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy or your Group Sponsor's coverage under the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 50.

LI.WP.OT.2

## **ACCELERATED BENEFIT**

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

#### C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$75,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

#### D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

#### E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
5. You have previously received an Accelerated Benefit under the Group Policy.

#### F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit, if any, under the Group Policy.

**LIAB.II.1**

## RIGHT TO CONVERT

### A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

### B. Definitions For Right To Convert

1. Conversion Period means the 60-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

### C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy or your Group Sponsor's coverage under the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
  - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See **Coverage Features**.

### D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

### E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.OT.1

## **CLAIMS**

### **A. Filing A Claim**

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

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

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

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

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

### **C. Proof Of Loss**

Proof Of Loss means written proof that a loss occurred:

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

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

### **D. Investigation Of Claim**

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

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

### **E. Time Of Payment**

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

### **F. Notice Of Decision On Claim**

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims, within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the

standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG) LI.CL.OT.5

## **ASSIGNMENT**

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

LI.AS.OT.1

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

### **A. Payment Of Benefits**

1. Except as provided in item 4. below, benefits payable because of your death will be paid to the Beneficiary you name. See B. through E. of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of life will be paid to you. Any such benefits remaining unpaid at your death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
  - a. Accelerated Benefits.
4. Additional Benefits will be paid as follows:

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

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

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

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

### **B. Naming A Beneficiary**

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

If you name two or more Beneficiaries in a class:

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

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

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits.

You must name or change Beneficiary in writing. Writing includes a form signed by you or a verification from the Group Sponsor of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Group Sponsor during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Group Sponsor.

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

C. Simultaneous Death Provision

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

D. No Surviving Beneficiary

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

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

E. Methods Of Payment

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

1. Lump Sum

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

2. Standard Secure Access Checking Account

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

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

### 3. Installments

Payment to a Recipient may be made in installments if:

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

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

(FB\_REPAT\_ELECT/TEL DESIG\_WITH DEF SP\_25K  
SSA LUMP INSTALL\_SPOUSE DEF TERM) LI.BB.OT.6

## TIME LIMITS ON LEGAL ACTIONS

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

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

LI.TL.OT.1

## INCONTESTABILITY PROVISIONS

### A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

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

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

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

### B. Incontestability Of Group Policy

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

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

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

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured, except for policy provisions relating to eligibility for coverage.

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

### **A. Clerical Error**

Clerical error by the Policyholder, or the Group Sponsor, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance otherwise validly in force.
3. Continue insurance otherwise validly terminated.
4. Cause a Group Sponsor to obtain coverage under the Group Policy.

### **B. Agency**

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

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

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

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

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## **TERMINATION OR AMENDMENT OF THE GROUP POLICY AND GROUP SPONSOR COVERAGE**

The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyholder according to the terms of the Group Policy. Any such change or amendment may apply to current or future Group Sponsors and Members covered under the Group Policy or to any separate classes or categories thereof. A Group Sponsor's coverage under the Group Policy may be terminated, changed or amended in whole or in part by us or the Group Sponsor according to the terms of the Group Policy.

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

A Group Sponsor may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice. Insurance will terminate automatically for nonpayment of premium.

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

**LI.TA.OT.1x**

## DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Child means:

1. Your unmarried child from live birth through age 18 (through age 26 if a registered student in full time attendance at an accredited educational institution); or
2. Your unmarried child who meets either of the following requirements:
  - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
  - b. The child was insured under the Prior Plan on the day before the effective date of your Group Sponsor's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

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

- i. Your adopted child; or
- ii. Your stepchild and the child of your Spouse, if living in your home.

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Group Sponsor's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means insurance is elective and Members pay all or part of the premiums for insurance.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number. A Group Sponsor's coverage under the Group Policy is described in the Certificate provided by us to the Group Sponsor.

Group Sponsor means a School participating in the American Medical Association Group Insurance Trust for which coverage under the Group Policy is approved in writing by us. See **Coverage Features**.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

Noncontributory means (a) insurance is nonelective and the Group Sponsor pays the entire premium for insurance; or (b) the Group Sponsor requires all eligible Members to have insurance and to pay all or part of the premium for insurance.

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

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

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

School means a college or university which conducts a program of undergraduate medical education approved by the Council on Medical Education of the American Medical Association or by the American Osteopathic Association and is participating in the American Medical Association Group Insurance Trust for which coverage under the Group Policy is approved in writing by us.

Sickness means your sickness, illness, or disease.

Spouse means:

1. A person to whom you are legally married;
2. Your civil union partner, as defined by applicable law; or
3. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Policyholder or the administrator of its insurance plan, and filed that affidavit for public record if required by law.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country, a person from whom you are divorced or legally separated, from whom you have terminated a Domestic Partner relationship, or from whom you have dissolved a civil union.

Student means a person who is enrolled full-time at and studying the curriculum of a School.

Totally Disabled means:

- a. You are unable to perform with reasonable continuity the Material Duties of Any Gainful Occupation as a result of Sickness, accidental Injury, or Pregnancy; or
- b. You are eligible to receive disability benefits under a group long term disability policy issued by us to the Policyholder.

Any Gainful Occupation means any gainful occupation for which you are reasonably fitted by education, training and experience.

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