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Fortis Benefits Insurance Company agrees to provide the insurance described in this and the following pages of the *policy*, subject to payment of premiums.

Policyholder: EOI SERVICE COMPANY, INC.

Policy Number: G 4,039,836

Delivered In: California and governed by its laws.

Effective Date: January 1, 2003 - The date the *policy* takes effect which is also its date of issue.

Premium Due Dates: The first premium is due on the Effective Date. Future premiums are due on the first day of each month after that.

Policy Anniversary: January 1, 2004, and each January 1 after that.

Insurance Provided: Group Term Life Insurance - Noncontributory  
Group Accidental Death and Dismemberment Insurance -  
Noncontributory

Assistant Secretary

Executive Vice-President

Attest:

Registrar

**Fortis Benefits Insurance Company** 2323 Grand Boulevard Kansas City  
Missouri 64108-2670

## NOTICE

If you need to contact someone about this Policy for any reason, please contact your agent. Please refer to your Policy Number in all correspondence. If you have any additional questions, you may contact our company by mailing your questions to:

Fortis Benefits Insurance Company  
Customer Relations  
P.O. Box 419596  
Kansas City, Missouri 64141-9958

You may also reach Fortis Benefits by telephone at 1-800-733-7879.

If you have not been able to contact or obtain satisfaction from your agent or Fortis Benefits, you may contact the California Department of Insurance by writing to:

California Department of Insurance  
Ronald Reagan Building  
300 South Spring Street  
Los Angeles, CA 90013

Toll-Free Number: (800) 927-4357 (927-HELP) inside California except area codes 213 and 310.  
Hotline for Callers in area codes 213 and 310 and Outside of California: (213) 897-8921.

This notice of complaint procedure is for information only and does not become a part or condition of this Policy or Certificate.

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**CALIFORNIA LIFE AND HEALTH INSURANCE  
GUARANTEE ASSOCIATION ACT  
SUMMARY DOCUMENT AND DISCLOSURE**

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Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association (CLHIGA). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

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The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.**

Policyholders with additional questions should first contact their insurer or agent or may then contact:

California Life and Health Insurance Guarantee Association P. O. Box 17319 Beverly Hills, CA 90209-3319	or	Consumer Service Division California Department of Insurance 300 South Spring Street Los Angeles, CA 90013
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Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

#### **COVERAGE**

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guarantee Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;

- Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guarantee association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance, unless an assumption certificate was issued; Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rate credits.

#### **LIMITS ON AMOUNT OF COVERAGE**

The Act limits the Association to pay benefits as follows:

#### **LIFE AND ANNUITY BENEFITS**

- 80% of what the life insurance company would owe under a life policy or annuity contract up to:
  - \$100,000 in cash surrender values,
  - \$100,000 in present value of annuities, or
  - \$250,000 in life insurance death benefits.
- A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

#### **HEALTH BENEFITS**

- A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

#### **PREMIUM SURCHARGE**

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

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## GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns "we", "us", "our", "you", and "your" are not *italicized*.

*Active work* means working *full-time* for the *policyholder* or an *associated company* at your usual place of business.

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

*Contributory* means you pay part of the premium.

*Covered person* means an eligible employee or member of the *policyholder*, or an *associated company* who has become insured for a coverage.

*Doctor* means a person, other than you, acting within the scope of his or her license to practice medicine and perform surgery.

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

*Full-time* means working at least 30 hours per week, unless indicated otherwise in the *policy*.

*Home office* includes our Home Office located in St. Paul, Minnesota, and our office in Kansas City, Missouri.

*Injury* means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane or insane.

*No-fault motor vehicle coverage* means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

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

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

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

*Proof of good health* means evidence acceptable to us of the good health of a person.

We, us, and our mean Fortis Benefits Insurance Company.

You and your mean an employee or member of the *policyholder* or an *associated company* who has met all the eligibility requirements for a coverage.

## DEFINITIONS FOR LIFE INSURANCE

*Accelerated benefit* means the group term life accelerated benefit under the *policy* issued by us to the *policyholder*. *Accelerated benefits* do not apply to any insurance under the *policy* other than group term life insurance.

*Accidental death and dismemberment insurance* means the group accidental death and dismemberment insurance under the *policy* issued by us to the *policyholder*.

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

*Conversion policy* means a policy of individual life insurance which may be issued to you by us when part or all of your group *life insurance* ends, as described in the Conversion to an Individual Policy provision.

*Disabled and disability* mean that you are under the *regular care and attendance* of a *doctor*, and prevented by *injury* or physical or mental disease from performing the material duties of any occupation for which your education, training, or experience qualifies you.

*Government plan* means the United States Social Security Act, the Railroad Retirement Act, the Canadian Pension Plan, similar plans provided under the laws of other nations, and any plan provided under the laws of a state, province, or other political subdivision. It also includes any public employee retirement plan or any teachers' employment retirement plan, or any plan provided as an alternative to any of the above acts or plans. It does not include any Workers' Compensation Act or similar law, or the Maritime Doctrine of Maintenance, Wages, or Cure.

*Life insurance* means the group term life insurance under the *policy* issued by us to the *policyholder*.

*Period of disability* means the time that begins on the day you become *disabled* and ends on the day before you return to *active work*. If you satisfy the *qualifying period* and then:

- return to *active work*;
- become *disabled* again; and
- remain insured under the *policy*;

the same *period of disability* may continue. Your return to *active work* must be for less than:

- 6 months, if the later *disability* results from the same cause, or a related one; or
- 1 day, if the later *disability* results from a different cause.

If you return to *active work* for more than the time shown above, and then become *disabled* again, you will start a new *period of disability*. You must satisfy the *qualifying period* again and the period outlined in the Maximum Benefit Period provision will start over.

*Qualifying medical condition* means you have a medical condition which is diagnosed by a *doctor* as life-threatening and which results in an expected life span of 12 months or less according to prevailing medical standards.

*Qualifying period* means the length of time you must be *disabled* before your insurance will be continued without further premium payment under the Disability Benefit. This time period is your Qualifying Period stated in any long term disability insurance policy issued by us to the *policyholder* under which you are insured, or if none, 6 months.



## DEFINITIONS FOR LIFE INSURANCE (continued)

*Regular care and attendance* means the regular and personal care of a *doctor* which, under prevailing medical standards, is appropriate for your condition. We will no longer require the regular care of a *doctor* if we receive acceptable proof that further care would be of no benefit.

*Retire* means you begin receiving retirement benefits from either:

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

*Retirement plan* means a formal or informal retirement plan, whether or not under an insurance or annuity contract.

## SUMMARY OF GROUP INSURANCE

This summary is intended to help understand the group insurance policy. It does not change any of its provisions.

### Life Insurance for Covered Persons

When we receive written proof that a *covered person* has died, we will pay the amount of that person's *life insurance* to the *beneficiary*. We will pay it in a single sum unless an optional payment method is chosen.

The *policy* also provides a benefit for persons who become *disabled*. Insurance is continued for qualified persons for a specified time without payment of premium.

The *policy* includes a conversion privilege. If any amount of a person's *life insurance* ends, it may be possible to convert all or a part of it to a *conversion policy* with no health exam.

If we receive proof that a *covered person* has a *qualifying medical condition* and meets certain criteria, we may pay a part of that person's *life insurance* as an accelerated benefit. The amount of *life insurance* will be reduced by the amount of accelerated benefit paid and by any *interest charge*, if applicable.

### Accidental Death and Dismemberment Insurance

If a *covered person* dies from an *injury*, we will pay an accidental death benefit to the *beneficiary*. We will pay it in a single sum unless an optional payment method is chosen.

If a *covered person* loses a hand, a foot, or the sight of an eye, we may pay the accidental dismemberment benefit to that person, according to the provisions of the *policy*.

The loss must occur within 365 days after the accident. We will not pay more than the maximum amount of *accidental death and dismemberment insurance* for any one accident.

If a *covered person* dies from an automobile accident *injury* while wearing a seat belt, we will pay an automobile accident benefit to the *beneficiary*.

If a *covered person* dies from an *injury* and an accidental death benefit is payable, we will pay an annual higher education benefit to each eligible dependent student.

There are losses not covered by the *policy*. Please see the Exclusions provision.

In the following pages, the provisions that describe a particular coverage were designed to be used in both the *policy* and the certificate. Therefore the terms "you" and "your" are used to refer to the *covered person*.

**Please read  
the insurance  
policy carefully**

## GROUP POLICY SCHEDULE

**Eligible Class:** Each *full-time* employee of the *policyholder* or an *associated company*,

- who is at *active work*, and
- who is working in the United States of America, except any temporary or seasonal worker.

**Associated Companies:** None

**Present Service Requirement:** None

**Future Service Requirement:** 2 months

**Entry Date:** An eligible person will become insured on the first of the month occurring on or after the day all eligibility requirements are met.

### Minimum Participation Requirements:

Number: 10

Percentage: 100%

## SCHEDULE

### Amount of Life Insurance

1. For each *covered person* who has not reached age 65, the amount of insurance will be \$20,000.
2. For each *covered person* who has reached age 65, but not age 70, the amount of insurance will be 67% of the amount shown in 1 above.\*
3. For each *covered person* who has reached age 70 or more, the amount of insurance will be 67% of the amount shown in 2 above.\*

\* The amount of insurance will be rounded to the next higher multiple of \$1,000, if not already an exact multiple. Any reduction will be subject to the other provisions of the *policy* and will also apply if the *covered person's* insurance is continued during *disability*.

**Maximum Amount Without Proof of Good Health:** \$20,000

### Amount of Accelerated Benefit

With the written consent of the *beneficiary(ies)*, a *covered person* may choose an amount of *accelerated benefit* up to 80% of the amount of *life insurance*. Without the written consent of the *beneficiary(ies)*, a *covered person* may choose an amount of *accelerated benefit* up to 50% of the amount of *life insurance*. The amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple, and may never be less than \$5,000 or more than \$250,000.

### Amount of Accidental Death and Dismemberment Insurance

The maximum amount of *accidental death and dismemberment insurance* is equal to the amount of *life insurance* in effect at the time of the loss.

### Amount of Automobile Accident Benefit

The maximum amount of automobile accident benefit is equal to 20% of the amount of *accidental death and dismemberment insurance* in effect at the time of the loss.

**SCHEDULE (continued)**

**Amount of Higher Education Benefit:** \$3,000

**Change Date:** For changes in age, the Change Date will be the first day of the month occurring on or after the date of the change.

## ELIGIBILITY AND TERMINATION PROVISIONS

### Eligible Persons

To be eligible for insurance, a person must:

- be a member of an *eligible class*;
- complete any Service Requirement shown in the Schedule by continuous service with the employer, the *policyholder*, or an *associated company*, and
- give us *proof of good health*, if required.

The Present Service Requirement applies to persons in an *eligible class* on the Effective Date of the *policy*. The Future Service Requirement applies to persons who become members of an *eligible class* after that.

### Effective Date for an Eligible Person

Any *noncontributory* insurance will take effect on the Entry Date shown in the Schedule in the *policy*.

For any *contributory* insurance, a person must apply for insurance on a form acceptable to us, and agree to pay part or all of the premium.

- If a person applies before becoming eligible, insurance will take effect on the Entry Date shown in the Schedule in the *policy*.
- If the application is made on the date the person becomes eligible, or within 31 days after that, insurance will take effect on the Entry Date occurring on or after the date of the application.
- If application is made more than 31 days after the day the person becomes eligible or after insurance ended because the premium was not paid, then *proof of good health* is required. If the proof is acceptable to us, insurance will take effect on the Entry Date occurring on or after the date we approve your *proof of good health*.

### Exception to Effective Date

If an eligible person is not at *active work* on the day insurance would otherwise take effect, insurance will not take effect until the person returns to *active work*. If the day insurance would normally take effect is not a regular work day for a person, insurance will take effect on that day if the person is able to do his or her regular job.

### When a Person's Insurance Ends

A *covered person's* insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for a person's *eligible class*;
- a person is no longer in an *eligible class*;
- a person stops *active work*; or
- a required contribution was not paid.

## ELIGIBILITY AND TERMINATION PROVISIONS (continued)

### Continuance of Insurance

If a person is unable to perform *active work* for a reason shown below, the *policyholder* may continue the person's insurance and the person's dependent insurance, if any, on a premium-paying basis provided the person remains in other respects a member of the *eligible class*. The continuance cannot be more than the maximum continuance shown below. Continuance must be based on a uniform policy, and not individual selection.

The maximum continuance is the longest applicable period described below:

- 12 months\* for *injury*, sickness, or pregnancy;
- 3 months\* for lay-off, leave of absence (other than a family or medical leave of absence described below), or change to part-time; or
- the end of the period the *policyholder* is required to allow\* for a family or medical leave of absence under:
  - the federal Family and Medical Leave Act; or
  - any similar state law.

\* after the last day of *active work*.

### Reinstatement

If a person re-enters an Eligible Class within 12 months after insurance ends, the person will not have to complete the Service Requirement again. All other provisions of the *policy* will apply.

## CONTINUITY OF COVERAGE

### Definitions

*Prior plan* means the *policyholder's* plan of group *life insurance*, if any, (including any *accidental death and dismemberment insurance*) under which you were insured on the day before the Effective Date of the *policy*.

*Prior plan benefits* mean the benefits, if any, that would have been paid to you or your *beneficiary* under the *prior plan* had it remained in effect, and had you continued to be insured under the *prior plan*.

### Continuity of Coverage for You

We will provide continuity of coverage if you were covered under the *prior plan*.

If you are not at *active work* on the Effective Date of the *policy* due to a disability, you are not eligible to become insured under the *policy*. However, we will cover you for the *prior plan benefits* until the earliest of:

- the date you return to *active work*; or
- the end of any period of continuance or extension of the *prior plan*.

If you are not at *active work* on the Effective Date of the *policy* due to a reason other than a disability, and would otherwise be eligible to become insured under the *policy*, we will cover you for the *prior plan benefits* until the earliest of:

- the date you return to *active work*;
- the end of any period of continuance of the *prior plan*; or
- the date coverage would otherwise end, according to the provisions of the *policy*.

Any benefits payable under the conditions described above will be paid by us:

- as if the *prior plan* had remained in effect; and
- will be reduced by any benefits paid or payable by the *prior plan*.

If you are at *active work* on the Effective Date of the *policy*, you will be insured under the *policy*.

### Prior Plan Credit for Life Insurance

We will give you credit for time periods which were met under the *prior plan* for the same provision(s). This credit will apply to the time-insured requirement, if any, shown in the following section(s) of the Life Insurance for You provision in the *policy*.

- Insurance Provided. However, for any *contributory* insurance, this credit will not apply to any increase in your amount of insurance under the *policy*.
- Accelerated Benefit, but only if you had a similar Accelerated Benefit under the *prior plan*.
- Conversion to an Individual Policy.

**CONTINUITY OF COVERAGE (continued)**

If we accept a copy of the enrollment card you submitted under the *prior plan*, this credit will also apply to the Incontestability section(s) shown in Additional Provisions for Life Insurance and Accidental Death and Dismemberment Insurance and the Claims Provisions for Accidental Death and Dismemberment Insurance Only.



## LIFE INSURANCE FOR YOU

### Insurance Provided

We will pay your *beneficiary* the amount of insurance shown in the Schedule when we receive all the required proof of covered loss, including written proof of your death, acceptable to us, and a completed claim form. Your amount of insurance may be reduced by the amount of any *conversion policy*.

For any *contributory* insurance, if you take your own life within 1 year after you become insured under the *policy*, the amount of insurance we pay will be the sum of your contributions for this insurance.

For any *contributory* insurance, if you take your own life within 1 year after you elect an increase in your amount of insurance under the *policy*, the amount of the increase will be limited to the sum of your contributions for the increase.

### Changes in Amounts of Insurance

If your amount of insurance changes for any reason, the change will take place on the Change Date shown in the Schedule. But in the case of an increase, if you are not at *active work* on that day, no increase will take effect until you return to *active work*.

### DISABILITY BENEFIT

If you stop *active work* before age 65 because you become *disabled* while insured under the *policy* and remain *disabled* for the *qualifying period*, your *life insurance* will continue for the period outlined in the Maximum Benefit Period provision. Once the *qualifying period* is satisfied, no further premium is due for you while you remain *disabled* for the amount of *life insurance* that is being continued.

#### Amount

The amount of insurance continued will be the amount for which you were insured on the day before you became *disabled*. However, it is subject to any reduction in amount contained in the *policy*, on that day, and may be reduced by the amount of any *conversion policy*.

#### Proof of Disability

You must give us proof of your *disability* as stated in the Claim Provisions. You must submit all proof to our *home office* at no expense to us. If you die while *disabled*, we require proof that you were continuously *disabled* until death.

#### Maximum Benefit Period

If you become *disabled* before your 60th birthday, your insurance will continue as long as you are *disabled*, but not past the earlier of 3 years, or the date you *retire*. If you become *disabled* on or after your 60th birthday, but before age 65, your insurance may continue for up to 1 year, but not past the earlier of age 65, or the date you *retire*.

If you are no longer *disabled*, your insurance will end unless you re-enter an *eligible class* and premium payments begin again. If you become *disabled* again during the same *period of disability*, you do not have to satisfy the *qualifying period* again. The maximum benefit period will not start over but will continue on the day you become *disabled* again.

If your amount of insurance reduces or ends while you are *disabled*, you can apply for an individual policy. See the Conversion to an Individual Policy provision.

## LIFE INSURANCE FOR YOU (continued)

### Extension of Benefits

Your insurance will continue even if the *policy* ends, if you meet the proof requirements as stated in the Claim Provisions.

### Exclusions

Your insurance will not continue under the Disability Benefit if your *disability* results directly or indirectly from:

- intentionally self-inflicted injury, while sane or insane;
- war or any act of war, whether declared or not;
- service in the armed forces of any country, combination of countries or international organization at war, whether declared or not; or
- taking part in a riot or insurrection, or an act of riot or insurrection.

Your insurance will not continue if your *disability* starts:

- after you are no longer in an *eligible class*;
- after the *policy* ends; or
- during the time allowed for conversion to an individual policy.

If you have converted to an individual policy after part or all of your group *life insurance* ended, no group insurance for the amount that ended will be paid unless the individual policy is returned without claim. Then we will refund all premiums paid for the individual policy, less any payments we made.

### Conversion to an Individual Policy

If any or all of your group *life insurance* ends, you can apply for any individual policy offered by us (*conversion policy*). You must apply and pay the premium within 31 days. The individual policy may be any we offer for conversion. No *proof of good health* is required. The amount of insurance available to you depends on the reason your insurance ends.

If your insurance ends because you are no longer eligible or because of a change in age or other status, you may convert the full amount that ended. However, if your insurance ends as the result of a change in the *policy*, you may not convert the full amount that ended.

If the *policy* ends or is changed to reduce or end your *life insurance*, and if you have been insured for at least 5 years under the *policy*, you may convert up to the lesser of:

- \$10,000, and
- the amount of *life insurance* that ended minus the amount of any group life insurance for which you become eligible within 31 days.

If you die within 31 days after your *life insurance* ends, we will pay to your *beneficiary* the amount you could have converted, whether or not you applied or paid the premium.

## LIFE INSURANCE FOR YOU (continued)

You cannot apply for a *conversion policy* if your group *life insurance* ended because you did not pay your share of the premium.

### ACCELERATED BENEFIT

If, while you are a *covered person*, you have a *qualifying medical condition*, you have the right to receive a portion of your *life insurance* during your lifetime, payable as an *accelerated benefit*. You must have at least \$10,000 of *life insurance* in force to be eligible to receive an *accelerated benefit*.

RECEIPT OF AN ACCELERATED BENEFIT MAY AFFECT ELIGIBILITY FOR A STATE OR FEDERAL PROGRAM, SUCH AS MEDICAID, AND BENEFITS MAY BE TAXABLE. A TAX ADVISOR SHOULD BE CONSULTED.

We are not responsible for any effect on your state or federal taxes, or loss of eligibility for any state or federal program.

Unless otherwise indicated, all provisions of the *policy* shall apply to the *accelerated benefit*.

### Amount of Accelerated Benefit

You may receive an *accelerated benefit* of your *life insurance*, as shown in the Schedule.

If the amount of your *life insurance* is scheduled to reduce due to age within 12 months following the date you apply for the *accelerated benefit*, your *accelerated benefit* will be based on the reduced amount.

An *accelerated benefit* may be paid only once during your lifetime. Benefits will be paid in a single sum to you. If you are not living when benefits are payable, they will be paid to your *beneficiary*.

Once an *accelerated benefit* is paid to you, we will notify you of the remaining *life insurance* in force.

### Proof Required for the Accelerated Benefit

You must submit a claim form and any other information we find necessary to decide our liability.

We may ask you to be examined in connection with your claim for an *accelerated benefit*. We will pay for any exam we require.

### Effect of Accelerated Benefit

After an *accelerated benefit* is paid, premium is due only for the remaining *life insurance*, unless the premium is waived under the Disability Benefit provision. The *life insurance* payable at your death to your *beneficiary* equals:

- the amount of your *life insurance* as if an *accelerated benefit* payment has not been made, minus
- the *accelerated benefit* payment, minus
- the *interest charge*.

The *interest charge* equals the *accelerated benefit* amount times the number of days from the *accelerated benefit* payment to your date of death, times an annual interest rate divided by 365. The rate of interest is determined quarterly by us.

Your amount of dependent *life insurance*, *accidental death and dismemberment insurance*, *travel accident insurance*, dependent *accidental death and dismemberment insurance* and survivor income insurance, if any, is not affected by the payment of the *accelerated benefit*. The amount of any

## LIFE INSURANCE FOR YOU (continued)

*conversion policy* will be based on your reduced amount of *life insurance* after the payment of the *accelerated benefit*.

### Exclusions

An *accelerated benefit* will not be paid if:

- you have assigned all or part of your *life insurance*, unless the assignee consents, in writing.
- you have named an irrevocable *beneficiary* for all or part of your *life insurance*, unless the *beneficiary* consents, in writing.
- all or a part of your *life insurance* is payable to a former spouse as part of a divorce decree or property settlement.
- you have previously received an *accelerated benefit* of your *life insurance*.
- your *life insurance* is less than \$10,000.
- the *policy* issued by us to the *policyholder* has not been in force for at least six months.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU

### Accidental Death Insurance Provided

If you die as the direct result of an *injury*, we will pay your *beneficiary* the amount of Accidental Death and Dismemberment Insurance shown in the Schedule.

The insurance will be paid only if death occurs within 365 days after the *injury*. This 365-day limit will not apply if you are in a coma or being kept alive by an artificial life support system at the end of the 365 days.

### Accidental Dismemberment Insurance Provided

If you suffer one or more of the following losses as the direct result of an *injury*, we will pay the benefit shown:

<u>Covered Loss</u>	<u>Benefit</u>
1 hand, 1 foot, or the sight of 1 eye	½ the amount of Accidental Death and Dismemberment Insurance
Any 2 or more of the above	The full amount of Accidental Death and Dismemberment Insurance

Loss of a hand or foot means permanent severance at or above the wrist or ankle. Loss of sight of the eye means total and permanent loss of sight.

The loss must occur within 365 days after the *injury*.

### Limitation

We will not pay more than the amount of Accidental Death and Dismemberment Insurance shown in the Schedule for any 1 accident. We will pay benefits only for an *injury* occurring while you are covered under the *policy*.

Any time your *life insurance* is continued under the Disability Benefit, your *accidental death and dismemberment insurance* will also continue, for up to 1 year from the date you became *disabled*. No premium is due when no premium is due for *life insurance*.

You cannot convert your *accidental death and dismemberment insurance* to an individual policy.

### Exclusions

We will not pay benefits if the loss results directly or indirectly from:

- war or any act of war, whether declared or not;
- taking part in a riot or insurrection, or an act of riot or insurrection;
- service in the armed forces of any country, combination of countries, or international organization at war, whether declared or not;
- any physical or mental disease;
- any infection, except a pyogenic infection that occurs from an accidental wound;
- an assault or felony you commit;

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

- suicide or attempted suicide, while sane or insane;
- intentionally self-inflicted injury, while sane or insane;
- the use of any drug, unless you use it as prescribed by a *doctor*, or
- your intoxication; this includes but is not limited to operating a motor vehicle while you are intoxicated.

"Intoxication" and "intoxicated" mean your blood alcohol level at death or dismemberment exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

### AUTOMOBILE ACCIDENT BENEFIT

#### Automobile Accident Benefit Provided

If you die as the direct result of an automobile accident *injury* while you are properly wearing an unaltered seat belt installed by the automobile's manufacturer, we will pay your *beneficiary* the amount of the Automobile Accident Benefit, which is shown in the Schedule.

The insurance will be paid only if death occurs within 365 days after the automobile accident. This 365-day limit will not apply if you are in a coma or being kept alive by an artificial life support system at the end of the 365 days.

#### Definitions

"Automobile" means a four-wheel car of the private passenger type including pick-up trucks and vans with a load capacity of one ton or less.

"Automobile accident" means an accident that occurs when you are driving or riding in an automobile.

#### Limitation

We will pay an Automobile Accident Benefit only for an automobile accident *injury* occurring while you are covered under the *policy*.

#### Exclusions

We will not pay benefits if the automobile accident:

- occurs when the automobile is being used for racing, stunting, exhibition work, sport, or test driving;
- occurs when you are breaking any traffic laws of the jurisdiction in which the automobile is being operated; or
- occurs when you are not properly wearing an unaltered seat belt installed by the automobile's manufacturer.

The Exclusions listed under the Accidental Death and Dismemberment Insurance Coverage for You will also apply to the Automobile Accident Benefit.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

### HIGHER EDUCATION BENEFIT

#### Higher Education Benefit Provided

If you die as the direct result of an *injury*, and an Accidental Death Insurance benefit is payable, we will pay the annual Higher Education Benefit shown in the Schedule to each eligible dependent student.

The Higher Education Benefit will be payable at the beginning of each school year for a maximum of 4 consecutive years if there is an eligible dependent student who continues to be enrolled for each consecutive term.

#### Definitions

"Dependent student" means each of your unmarried children who is less than 25 years of age and who (i) is already enrolled on a full-time basis in an accredited school at your death or (ii) enrolls on a full-time basis in an accredited school within one year of your death.

"Accredited school" means a state accredited institution of higher learning, including but not limited to a college, university, trade school or vocational school.

"Children" include any biological or adopted children, stepchildren and foster children, each of whom must depend on you for support and maintenance. A child will be considered adopted on the date of placement in your home. "Children" also include any children for whom you are the legal guardian, who reside with you on a permanent basis and depend on you for support and maintenance.

The term "full-time basis" means full-time as defined by the accredited school.



## ADDITIONAL PROVISIONS FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### Optional Payment Methods

You or your *beneficiary* may choose to have all or part of your insurance paid in installments. You can request this at any time. Your *beneficiary* may request this within 31 days after your death.

This option is not available if the *beneficiary* is an estate, corporation, partnership, association, or trustee.

### Beneficiary

You may change the *beneficiary* at any time. Any request to name or change the *beneficiary* must be in writing on a form acceptable to us and signed by you. After we receive the request at our *home office*, the change will take effect on the date you signed it. A *beneficiary* change will be without prejudice to us for any payment we made before we received notice in our *home office*.

You may also send a request to change the *beneficiary* to the main office of the *policyholder*. The change must be made in a manner acceptable to us.

Any application to convert all your group *life insurance* which names a *beneficiary* different from the last *beneficiary* you named under the *policy* will be considered a change of *beneficiary* to the person named in the application. The change will take effect on the date of the application.

If you named more than 1 *beneficiary*, your amount of insurance will be divided among them equally, unless you specified otherwise.

If a *beneficiary* dies before you do, the rights and interest of that *beneficiary* will end.

If no *beneficiary* is living or existing when you die, or if none was named, or if the *beneficiary* is disqualified by operation of law, your insurance will be paid to the first qualified surviving class of the following classes in this order:

- your lawful spouse;
- your living children, in equal shares;
- your living parents, in equal shares; or
- your estate.

### Assignment

If you assign your interest under the *policy* to another person, all your rights under the *policy* are permanently transferred. This includes the right to name and change the *beneficiary* and the right to convert to an individual policy. You may assign your insurance to only 1 of the following:

**ADDITIONAL PROVISIONS FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

- your lawful spouse;
- your child, parent, brother, or sister;
- the trustee of a trust you set up for the benefit of your lawful spouse, children, parents, brothers, or sisters; or
- a licensed viatical settlement company as defined under state law.

We are not responsible for the validity of any assignment. An assignment will not affect us until we receive written notice at our *home office*.

**Incontestability**

(This provision applies to *life insurance* only.)

The validity of the *policy* cannot be contested after it has been in force for 2 years. The validity of your coverage under the *policy* cannot be contested after you have been insured under the *policy* for 2 years during your lifetime. However, if the premiums are not paid, the validity of the *policy* or your coverage can be contested at any time.

No statement you made regarding *proof of good health* can be used in a legal dispute unless it was in writing, it was signed by you, and a copy was given to you or your *beneficiary*.

**Spendthrift**

As permitted by law, the benefits under the *policy* are not subject to commutation, encumbrance or alienation. They are not subject to the claim of, or legal process, by any creditor of you or your *beneficiary*.

## CLAIM PROVISIONS

### Payment of Benefits

We will pay benefits when we receive all the required proof of covered loss.

### To Whom Payable

We will pay your life insurance and accidental death benefits according to the Beneficiary provision. For any other benefits we will follow the provisions applicable to such benefits, if any. Otherwise, all other benefits will be paid to you, if you are living. If not, we will pay your estate.

If no *beneficiary* is living at your death, we may pay part of your life insurance to any person we decide is entitled to it because of expenses incurred during your last illness or for your funeral.

Any amount we pay in good faith releases us from further liability for that amount.

### Filing a Life Disability Benefit Claim

Within 30 days of the start of your *disability*, you should give us proof that you are currently *disabled* and have been continuously *disabled* since your last day of *active work*. Proof must be given within 90 days after the end of your *qualifying period*. If it is not reasonably possible to give proof on time, it must be given no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity.

Continuing proof of *disability* must be given as often as we may reasonably require. Continuing proof must be given within 60 days of our request.

You must furnish whatever items we decide are necessary as proof of *disability*. You must agree to be examined by a *doctor* we choose, as often as needed to decide the existence or extent of *disability*. We will pay for any exam we require. If, within a reasonable time, you do not furnish any required items or do not have any required exam, your coverage will end.

### Authority

We have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Policy. All determinations and interpretations made by us are conclusive and binding on all parties.

### Review Procedure

You must request, in writing, a review of a denial of your claim within 60 days (180 days for Life Disability Benefit) after you receive notice of denial.

You may review pertinent documents that we relied upon in making our decision to deny the claim that relate to your request for review and you may submit issues and documents in writing to support your claim.

We will review your claim after receiving your request and send you a notice of our decision within 60 days (45 days for Life Disability Benefit) after we receive your request, or within 120 days (90 days for Life Disability Benefit) if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the *policy*. We will also advise you of your further appeal rights, if any.

## CLAIM PROVISIONS FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE ONLY

### Filing a Claim

1. You or your *beneficiary* must send us notice of the claim. We must have written notice of any insured loss within 30 days after it occurs, or as soon as reasonably possible. You can send the notice to our *home office*, or to one of our regional group claims offices, or to one of our agents. We need enough information to identify you as a *covered person*.
2. Within 15 days after the date of the notice, we will send you or your *beneficiary* certain claim forms. The forms must be completed and sent to our *home office* or to one of our regional group claims offices. If you or your *beneficiary* do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.
3. The time limit for filing a claim is 90 days after the date of the loss.
4. If it is not reasonably possible to give proof on time, we will not deny or reduce your claim if you give us proof as soon as reasonably possible.

### Physical Exam

We may ask you to be examined as often as we require at any time we choose. For an accidental death claim, we may have an exam or autopsy performed, before or after burial, where allowed by law. We will pay for any exam we require.

### Limit on Legal Action

No action at law or in equity may be brought against the *policy* until at least 60 days after you file proof of loss. No action can be brought after the statute of limitations in your state has expired, but, in any case, not after 6 years from the date of loss.

### Incontestability

The validity of the *policy* cannot be contested after it has been in force for 2 years, except if premiums are not paid.

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

No statement, except fraudulent misstatement, made by a *covered person* about insurability will be used to deny a claim for a loss incurred or *disability* starting after coverage has been in effect for 2 years.

No claim for loss starting 2 or more years after the *covered person's* effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

## GENERAL PROVISIONS

### Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you or your *beneficiary*.

### Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

### Misstatements

If any information about a person is misstated, the facts will determine whether insurance is in effect and in what amount. We will equitably adjust the premium.

### Individual Certificates

We will send certificates to the *policyholder* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

### Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

### Agency

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

## GENERAL PROVISIONS (continued)

### Changing the Policy

The *policyholder* owns the *policy*. The *policy* may be changed at any time by an endorsement or amendment agreed upon by the *policyholder* and us. A change must be approved by one of our executive officers. No agent can change the *policy* or waive any of its provisions.

### Required Data

The *policyholder* must give us all data needed to administer the insurance and determine premiums. The *policyholder* must also give us any other information we require. We may inspect the *policyholder's* records relating to the insurance provided by the *policy*.

### Policyholder's Assignment

The *policyholder* may assign the *policy*. This will not affect the rights of any *covered person* or *beneficiary*. We will not be responsible for the validity of any assignment. We must receive written notice of an assignment at our *home office*.

### When the Policy Ends

The *policy* will end on the date:

- the grace period ends, if the premium has not been paid; or
- we receive written notice from the *policyholder*, or the date shown in the notice, whichever is later.

The *policy* will also end if the number or percentage of persons covered under the *policy* does not meet the Minimum Participation Requirements shown in the Schedule.

If the Participation Requirements are not met, we will notify the *policyholder* 31 days in advance that insurance will end. We consider that notice is given when delivered or mailed to the last known address of the *policyholder*.

If the date the *policy* ends is not the same as the date to which premiums have been paid, the difference in premium:

- must be paid to us, if underpaid; or
- will be refunded by us, if overpaid.

## PREMIUMS

### Premium Payments

The *policyholder* must pay all premiums in advance at our *home office* or to one of our agents. The *policyholder* may request on any policy anniversary that the frequency of premium payment be changed to any frequency we offer for such *policy*.

### Grace Period

If any premium is not paid when due, the *policy* will be in default on that date. The *policyholder* has a grace period of 31 days after that date to pay the premium. In any case, the *policyholder* must pay the premium for coverage in force during the grace period.

### Calculation of Premiums

The first premium is due on the effective date. Future premiums are due on each premium due date. The premium is based on the premium rate and the amount of insurance. We will furnish premium rates to the *policyholder* with an explanation of how to apply them.

### Our Right to Change Premium Rates

We may change the premium rate:

- after the second policy anniversary; or
- when our liability changes.

Unless our liability changes:

- we will not change the rates more than once in any period of 12 consecutive months; and
- we will give the *policyholder* 31 days advance written notice of an increase in rates.

## ENDORSEMENTS AND AMENDMENTS





## APPLICATION

to Fortis Benefits Insurance Company

by EOI SERVICE COMPANY, INC.

for group policy no. G 4,039,836

This application is executed in duplicate. One copy is to be attached to the *policy*. The other is to be returned to Fortis Benefits.

It is agreed that this Application replaces any prior application for the *policy*.

10 or more lives must be insured on the Effective Date of the *policy*. In addition, the number of lives to be insured on that date must be 100% of those eligible for insurance at that time.

EOI SERVICE COMPANY, INC.

\_\_\_\_\_  
(Full or Corporate Name of Applicant)

by \_\_\_\_\_

(Signature and Title)

Signed at \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

(To be signed by Resident Agent where required by law)

This copy is to remain attached to the *policy*.

**Fortis Benefits Insurance Company** 2323 Grand Boulevard Kansas City  
Missouri 64108-2670



**FORTIS**

Solid partners, flexible solutions™

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\_\_\_\_\_  
(Full or Corporate Name of Applicant)

by \_\_\_\_\_

(Signature and Title)

Signed at \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_

(To be signed by Resident Agent where required by law)

This copy is to be returned to the *home office*.

**Fortis Benefits Insurance Company** 2323 Grand Boulevard Kansas City  
Missouri 64108-2670