

# STANDARD INSURANCE COMPANY

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

## CERTIFICATE AND SUMMARY PLAN DESCRIPTION GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Policyholder: Nebraska Bankers Association Voluntary Employees  
Beneficiary Association

Policy Number: 645708-D

Effective Date: January 1, 2008

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

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.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



President

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## COVERAGE FEATURES

This section contains many of the features of your group accidental death and dismemberment (AD&D) 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: 645708-D

Policyholder: Nebraska Bankers Association Voluntary Employees Beneficiary Association

Employer(s): Nebraska Bankers Association employees, its affiliates and any bank which is participating in the Nebraska Bankers Association Voluntary Employees Beneficiary Association and has elected to provide benefits under the Group Policy.

Group Policy Effective Date: January 1, 2008

State of Issue: Nebraska

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### BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; (c) Apply in writing for insurance; and (d) Agree to pay premiums. See **When AD&D Insurance Becomes Effective**.

Definition of Member: You are a Member if you are:

1. An active employee of the Employer; and
2. Regularly working at least 17.5 hours each week, or the minimum number of hours required by your Employer, whichever is greater.

You are not a Member if you are:

1. A director.
2. A temporary or seasonal employee.
3. A leased employee.
4. An independent contractor.
5. A full time member of the armed forces of any country.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Eligibility Waiting Period: You are eligible on the later of (A) the Group Policy Effective Date, you are eligible on that date, and (B) the



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## ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan: AD&D Insurance

Name, Address of Plan Sponsor: Nebraska Bankers Association Voluntary Employees  
Beneficiary Association  
233 S. 13th St.  
Lincoln NE 68508

Plan Sponsor Tax ID Number: 47-0639387

Plan Number: 501

Type of Plan: Group Insurance Plan

Type of Administration: Contract Administration

Name, Address, Phone  
Number of Plan Administrator: Plan Sponsor  
(888) 419-8322

Name, Address of Registered Agent  
for Service of Legal Process: Plan Administrator

If Legal Process Involves Claims  
For Benefits Under The Group  
Policy, Additional Notification of  
Legal Process Must Be Sent To: Standard Insurance Company  
1100 SW 6th Ave  
Portland OR 97204-1093

Sources of Contributions: Member

Funding Medium: Standard Insurance Company - Fully Insured

Plan Fiscal Year End: December 31

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

If a person has 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 satisfactory Proof of Loss.

### B. Definition Of Loss

Loss means loss of life, hand, foot or sight which:

1. Is caused solely and directly by an accident;
2. Occurs independently of all other causes; and
3. Occurs within 365 days after the accident.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.

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

### C. Amount Payable

The amount payable is equal to a percentage of the AD&D Insurance in effect on the insured person on the date of the accident (see **Coverage Features**). The percentage is shown below.

Loss:	Percentage
Life	100%
One hand, one foot, or sight of one eye, speech or hearing	50%
Two or more of the above Losses	100%

No more than 100% of the amount of AD&D Insurance in effect on an insured person will be paid for all Losses incurred by that person as a result of one accident.

### D. Changes In AD&D Insurance

An elective change in AD&D Insurance becomes effective on the first day of your anniversary month following the date you complete and sign a new enrollment card.

### E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the Loss is caused or contributed to by any of 1 through 8 below.

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 official duties.
4. The voluntary use or consumption of any poison, chemical compound 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. Medical or surgical treatment for any of the above.

8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will apply only to:
  - a. A pilot or crew member of the aircraft; or
  - b. A passenger in an aircraft operated by or for the Employer.

F. Benefit For Loss Due To Exposure

If you or your Dependent suffers a Loss caused by exposure to the natural elements, we will pay the amount of AD&D Insurance in effect for that Loss on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

G. Benefit For Disappearance

If you or your Dependent disappears as a result of an accident which could have caused Loss of life, and are not found within one year from the date of the accident, we will presume that you or your Dependent died. We will pay the amount of AD&D Insurance in effect on the insured person on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

H. Benefit For Loss Of Speech Or Hearing

If you or your Dependent suffers a Loss of speech or hearing, we will pay 50% of the AD&D Insurance in effect on the insured person on the date of the accident. With respect to speech or hearing, Loss means entire and irrecoverable loss of speech or hearing, as certified by a Diplomat of the American Board of Otolaryngology.

I. Benefit For Loss Of Thumb And Index Finger Of Same Hand

If you or your Dependent suffers a Loss of thumb and index finger of same hand, we will pay 25% of the AD&D Insurance in effect on the insured person on the date of the accident. With respect to thumb and index finger of same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints. This benefit will not be paid if benefits are payable under the Group Policy for Loss of that entire hand.

J. Common Disaster Benefit

If you and your Spouse are both insured under the Group Policy, and both suffer Loss of life as a result of the same accident, we will pay 200% of your AD&D Insurance in effect on the date of the accident. If your spouse is also an insured Member under the Group Policy, this benefit will not be paid.

The Common Disaster Benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident. The amount payable will be paid in equal shares to each Child. If you have no surviving Children, the Common Disaster Benefit will not be paid.

K. Higher Education Benefit

If you suffer Loss of life, we will pay a Higher Education Benefit to each insured Child who is:

1. Registered and in full-time attendance at an accredited institution of higher education beyond the 12th grade; or
2. In the 12th grade and will be registered and in full-time attendance within one year at an accredited institution of higher education beyond the 12th grade.

The Higher Education Benefit is payable annually, for a maximum of four years, provided we receive proof that the Child continues to meet 1 and 2 above. The amount payable per year is 5% of your AD&D Insurance in effect on the date of the accident, subject to a maximum of \$5,000.

The Higher Education Benefit will be paid in addition to other AD&D benefits payable under the Group Policy for the same Loss. If there is no Child eligible to receive the Higher Education Benefit, it will not be paid.



L. Career Adjustment Benefit

If you suffer Loss of life, and you and your Spouse are insured under the Group Policy, we will pay your Spouse a Career Adjustment Benefit. The amount payable is 5% of your AD&D Insurance in effect on the date of the accident, subject to a maximum of \$5,000.

The Career Adjustment Benefit will be paid in addition to other AD&D benefits payable under the Group Policy. If you have no surviving Spouse, this benefit will not be paid.

M. Benefit For Paralysis

We will pay a Benefit For Paralysis if:

1. You or your Dependent suffers paralysis caused by an accident within 180 days of the date of that accident;
2. The paralysis continues for 12 calendar months; and
3. A licensed medical professional certifies that the paralysis is permanent, complete and irreversible.

The amount payable is equal to a percentage of the AD&D Insurance in effect on the insured person on the date of the accident. The percentage is shown below:

Loss	Percentage
Quadriplegia .....	100%
Paraplegia.....	75%
Hemiplegia.....	50%

Quadriplegia means total paralysis of both upper and lower limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means total paralysis of the upper and lower limb on the same side of the body.

N. Seat Belt Benefit

The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 and (2) the amount of AD&D Insurance payable on the insured person for Loss of life.

We will pay a Seat Belt Benefit if:

1. You or your Dependent dies as a result of an Automobile accident for which an AD&D Insurance benefit is payable; and
2. You or your Dependent was wearing a Seat Belt at the time of the accident, as evidenced by a police accident report.

Seat Belt means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

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

O. Cost Of Living Benefit

After you or your Dependent has been continuously insured under the Group Policy for the same amount of insurance for two years, we will automatically increase the amount of insurance on you or your Dependent. An increase will be made thereafter at the end of each of four additional two-year periods. The amount of each increase will be 5% of the original amount of insurance. The total maximum increase is 25% of the original amount of Insurance.

P. Public Transportation Benefit

If you or your Dependent suffers Loss of life while a fare-paying passenger on Public Transportation, we will pay 200% of the amount of AD&D Insurance in effect on the insured person on the date of

the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

Public Transportation means a vehicle operated by a common carrier for the purpose of providing transportation for fare-paying members of the general public. Vehicles include buses, trains, boats and planes operating on regular routes and selling tickets to members of the general public.

VA.IC.35

## **WHEN AD&D INSURANCE BECOMES EFFECTIVE**

### **A. Your AD&D Insurance**

Your AD&D Insurance becomes effective on:

1. The date you become eligible, if you apply on or before that date; or
2. The date you apply, if you apply after you become eligible.

### **B. AD&D Insurance For Your Dependents**

AD&D Insurance for your Dependents becomes effective on the later of:

1. The date you apply for AD&D Insurance for your Dependents; and
2. The date your AD&D Insurance becomes effective.

While AD&D Insurance for your Dependents is in effect, each new Dependent becomes insured immediately.

VA.EF.01

## **WHEN AD&D INSURANCE ENDS**

AD&D Insurance ends automatically on the earliest of:

1. The date the Group Policy terminates.
2. The date the last period ends for which you made a premium contribution.
3. The date your Employer ceases to be a member bank enrolled in the Policyholder's Health Insurance Program; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law, unless it ends under 1 or 2 above.
5. For your Spouse, the date of your divorce.
6. For any Dependent, the date the Dependent ceases to be a Dependent.
7. For a Disabled Child, 90 days after the date we mail a request for proof that the Disabled Child continues to qualify as a Disabled Child and proof is not given.

VA.EN.19

## **REINSTATEMENT OF INSURANCE**

If your insurance ends, you may become insured again as a new Member. However, the following will apply.

1. If your 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 insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

VA.RE.01

## **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. 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. 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 paid until we receive Proof Of Loss.

### D. Investigation Of Claim

We may have you or your Dependents 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. 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.

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; 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 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:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.

- c. A description of any additional information needed to support the claim.
- d. 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 within 60 days after receiving notice of the denial.

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. 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. If the 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.

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

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

The Group Policy does not provide voluntary alternative dispute resolution options.

VA.CL.12

### **ASSIGNMENT**

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

VA.AS.01

### **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

#### A. Payment of Benefits

Benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

Benefits payable because of the death of a Dependent will be paid to you. If you are not living, benefits will be paid in equal shares to the first surviving class of the classes below.

1. The children of the Dependent.
2. The parents of the Dependent.
3. Your estate.

Dismemberment benefits will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

#### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing. Your designation:

1. Must be dated and signed by you;
2. Must be delivered to the Policyholder or Employer 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 Policyholder or Employer.

#### C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary 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.
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 a Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

VA.BB.01

## **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
  - a. Your eligibility for insurance;
  - b. Your entitlement to benefits;
  - c. The amount of benefits payable;
  - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

VA.AL.01

## **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.

VA.TL.01

## **INCONTESTABILITY PROVISIONS**

### **A. Incontestability Of Insurance**

Any statement made to obtain 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.

After the insured's insurance has been in effect for two years, we will not use a misrepresentation to reduce or deny a claim, unless it was a fraudulent misrepresentation.

#### B. Incontestability Of Group Policy

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

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

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

The validity of the Group Policy will not be contested after it has been in force for two years, except for:

1. Nonpayment of premiums; or
2. Fraudulent misrepresentations.

VA.IN.01

### **DEFINITIONS**

AD&D Insurance means your accidental death and dismemberment insurance under the Group Policy.

Child means:

1. Your child from live birth to age 26; or
2. Your 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 Employer'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, 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 Employer'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.

Dependent means your Spouse or Child. Dependent does not include a full-time member of the armed forces of any country.

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

Group Policy means the group voluntary accidental death and dismemberment insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

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

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married.

VA.DF.15



## ERISA INFORMATION AND NOTICE OF RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA)

### A. General Plan Information

The General Plan Information required by ERISA is shown in the **Coverage Features**.

### B. Statement Of Your Rights Under ERISA

#### 1. Right To Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

#### 2. Right To Obtain Copies Of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

#### 3. Right To Receive A Copy Of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

#### 4. Right To Review Of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

### C. Obligations Of Fiduciaries

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

### D. Enforcing ERISA Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### E. Plan And ERISA Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### F. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

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 judgement, 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 judgement and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

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

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

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

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision.
- d. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
- e. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

