



**DELAWARE AMERICAN LIFE INSURANCE COMPANY**

600 King Street  
WILMINGTON, DELAWARE 19801  
(302) 661-8674  
(Herein called the Insurance Company)

**CERTIFICATE OF INSURANCE**  
for certain Employees of:

**Client Name**  
(a Participating Employer effective)

who are insured under Group Policy Number XXXX  
issued to

**Delaware American Expatriate Group Insurance Trust**  
(the Policyholder)

**Delaware American Life Insurance Company** hereby certifies that certain benefits provided by the Group Policy are available to Employees of the Participating Employer who are in an Eligible Class. Under no circumstances may any insurance become effective prior to the Effective Date as determined in the section of this document entitled Effective Date of Insurance.

**INTRODUCTION**

**ABOUT THIS CERTIFICATE.** This Certificate describes group life and accident insurance the Insurance Company provides to Insured Persons under the Group Policy (herein called "the Policy") issued to the Policyholder.

This document describes the coverage available under the Policy. It becomes an Employee's Certificate of Insurance only after he or she has met the eligibility requirements set forth in the section of this document entitled Eligibility for Insurance.

The coverage is funded through a Group Policy issued to the Policyholder by Delaware American Life Insurance Company.

The terms of the Policy that affect your insurance are contained in the following pages.

This Certificate of Insurance and the following pages will become your Certificate. This Certificate is a part of the Policy.

This Certificate replaces any other that the Company may have issued to the Participating Employer to give to you under the Policy specified herein.

The President and Secretary of Delaware American Life Insurance Company witness this Certificate:

President

Secretary

**PLEASE READ THIS CERTIFICATE CAREFULLY.**

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## SCHEDULE OF BENEFITS

**Eligible Employees:**.....All active, full-time Employees of the Employer who normally work at least 30 hours per week and who are U.S.-based employees on temporary assignment outside the U.S.

### **Waiting Period**

Existing Employees..... None

**Annual Enrollment Period:** April 1st of each succeeding year

### ***BASIC LIFE INSURANCE***

#### **Classification**

#### **Maximum Amount**

All Eligible Employees..... Two times basic annual earnings rounded up to the next \$1,000 up to a maximum of \$275,000

### **Guaranteed Issue Amount**

The Guaranteed Issue Amount for Basic Life Insurance is \$ 250,000 for an Insured Employee.

### ***ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE***

#### **Classification**

#### **Maximum Amount**

All Eligible Employees..... Two times basic annual earnings rounded up to the next \$1,000 up to a maximum of \$275,000

### **Reduction of Life and Accidental Death and Dismemberment Insurance**

All amounts reduce by 35% at age 65 and by an additional 15% at age 70 and terminate upon retirement.

## DEFINITIONS

**“Accidental Injury”** means bodily Injury caused by an accident occurring while the Policy is in force with respect to the person whose Injury is the basis of a claim and resulting directly and independently of all other causes in a covered loss under the Policy. This includes related conditions and recurrent symptoms of such Injury.

**“Active Service”** An Employee will be considered in Active Service if he or she is performing in the customary manner all of the regular duties of his or her employment on a regularly scheduled work day at his or her usual place of employment or at some location to which the Participating Employer’s business requires him or her to travel. An Employee will be considered in Active Service on a regularly scheduled non-work day if he or she was in Active Service on the immediately preceding scheduled work day.

**“Automobile”** means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and, if not used primarily for occupational, professional or business purposes, a motor vehicle of the pickup, panel, van camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit or a vehicle intended for military use.

**“Basic Earnings”** means the Insured’s basic rate of pay received from his or her Employer, or primary income received from his or her primary occupation. It does not include overtime, bonus or any other form of additional compensation.

**“Certificate”** means a written statement prepared by the Insurance Company including all riders and supplements, if any, setting forth a summary of:

1. the insurance benefits to which an Employee is entitled;
2. to whom the benefits are payable; and
3. limitations or requirements that may apply.

**“Classification”** or **“Earnings”** mean an Employee’s Classification or Earnings as reported to the Insurance Company by the Participating Employer. The Participating Employer’s determination of the Classification or Earnings of an Employee will be considered conclusive.

**“Coma”** or **“Comatose”** mean a profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

**“Covered Rehabilitative Expense(s)”** means an expense that: (1) is charged for a Medically Necessary Rehabilitative Training Service of the Insured Person performed under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar treatment, supplies or services in the locality where the expense is incurred (for a Hospital room and board charge, does not exceed the most common charge for Hospital semi-private room and board in the Hospital where the expense is incurred); and (3) does not include charges that would not have been made if no insurance existed.

**“Employee”** means a full-time Employee of the Participating Employer, including Employees of one or more subsidiary corporations, and the Employees, individual proprietors, and partners of one or more affiliated corporations, proprietorships or partnerships if the business of the Employer and such affiliated corporations, proprietorships or partnerships is under common control. Employee shall exclude, in any case, part-time Employees, temporary Employees and Employees who work for the Participating Employer less than the number of hours per week indicated in the Schedule of Benefits.

**“Employer”** means Participating Employer.

**“Evidence of Insurability”** means a statement or medical evidence of health that determines if a person qualifies for coverage under the Policy.

## DEFINITIONS (Continued)

**“Expatriate”** means an Employee who is working outside his or her country of permanent residence.

**“Grace Period”** is the 31 days following a premium due date during which premium payment may be made.

**“Guaranteed Issue Amount”** means the amount of insurance that will be issued to an Insured Person without Evidence of Insurability. The Guaranteed Issue Amount for an Insured Person’s Life Insurance is shown in the Schedule of Benefits. For amounts in excess of the Guaranteed Issue Amount, Evidence of Insurability satisfactory to the Insurance Company must be provided at the Insured’s expense.

**“Hospital”** means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.) on duty or call; and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, unless the Insured is legally required to pay for services in the absence of insurance.

**“Immediate Family”** includes an Insured Person's Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, brother or sister (includes stepbrother or stepsister), child (includes legally adopted or stepchild), aunt, uncle, niece, nephew, or grandchild.

**“Injury”** means bodily injury resulting directly from an accident and independently of all other causes. The Injury must occur and disability must begin while the Employee is insured under this Policy.

**“Insurance Company”** means Delaware American Life Insurance Company. Any references to the terms "we", "us", and "our" will be deemed references to the Insurance Company.

**“Insured”** means an Employee insured under this Policy.

**“Insured Employee”** means an Employee for whom premium is paid while covered under the Policy.

**“Insured Person”** means an Insured Employee.

**“Medically Necessary Rehabilitative Training Service”** means any medical service, medical supply, medical treatment or Hospital confinement (or part of a Hospital confinement) that: (1) is essential for physical rehabilitative training due to the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

**“Participating Employer”** means an Employer who is part of a trust established to insure Employees of the Employer or any parent, subsidiary or its affiliated companies under a common control.

**“Physician”** means an individual who is operating within the scope of his or her license and is licensed to prescribe and administer drugs or to perform surgery. **Note:** For the purpose of the Policy, a duly licensed dentist, chiropractor, podiatrist or other practitioner acting within the scope of their licenses will be considered on the same basis as a Physician to the extent that the services are covered under the Policy.

It will not include an Employee or his or her Spouse, daughter, son, father, mother, sister or brother.

**“Policyholder”** may be an Employer, including any parent, subsidiary or affiliated company or the trust which the Employer created or participates in.

**“Serious Injury”** or **“Sickness”** means Injury or Sickness certified as being dangerous to life by a legally qualified medical practitioner

## DEFINITIONS (Continued)

**“Sickness”** means any physical Sickness, Mental Illness, Substance Abuse or functional nervous disorder diagnosed by a Physician. A recurrent Sickness will be considered one Sickness. Concurrent Sicknesses will be considered one Sickness unless the concurrent Sicknesses are totally unrelated. The term “Sickness” also includes pregnancy.

**“Supplemental Restraint System”** means an air bag which inflates for added protection to the head and chest areas.

**“Third Country National”** means an Employee who works outside his or her country of permanent residence and outside the Participating Employer’s country of domicile.

**“Total Disability”** or **“Totally Disabled”** mean that, as a result of Injury or Sickness, the Insured Employee is unable to engage in any occupation for which he or she is reasonably qualified by education, training or experience.

**“Waiting Period”**, shown in the Schedule of Benefits, means the continuous length of time an Employee must serve in an eligible class to reach his eligibility date.

SAMPLE

## ELIGIBILITY FOR INSURANCE

### EMPLOYEES

Each Employee in a class of Eligible Employees will become eligible for insurance on the date he or she completes the Waiting Period, if any. Any Waiting Period will be waived for an Employee previously insured under the Policy, whose insurance terminated for a reason other than cancellation of his or her payroll deduction order, if the Employee becomes employed in one of the classes of Eligible Employees within one year after his or her insurance terminates. The classes of Eligible Employees and the Waiting Period are shown in the Schedule of Benefits.

## EFFECTIVE DATE OF INSURANCE

### EMPLOYEES

#### Non-Contributory

If the Participating Employer's plan under the Policy or the coverage afforded there under is issued on a non-contributory basis, an Eligible Employee's coverage will become effective on the later of:

1. the effective date of the Policy; or
2. the date such Employee becomes eligible for coverage under the Policy.

If the Employee is not in Active Service on the date insurance would normally become effective, the effective date of his or her insurance will be the date he or she returns to Active Service.

**Annual Enrollment.** The Annual Enrollment Period, shown in the Schedule of Benefits, is a period of time during which any Eligible Insured's may apply for insurance or elect to make changes in their amount of insurance.

**EFFECTIVE DATE OF INSURANCE**  
**(continued)**

**INCREASES AND DECREASES IN AMOUNTS OF INSURANCE**

Any increase in or addition to the benefits will take effect on the date of the change.

However, any such change applies only to loss of life or Accidental Injury that occurs on or after the effective date of the change.

If an Insured Employee is not in Active Service on the date the increase or addition is to take effect, it will take effect when he or she returns to Active Service.

Any decrease in or deletion of benefits will take effect on the date of the change.

**NO LOSS/NO GAIN**

If you are absent from work due to a physical or mental condition on the date your insurance would otherwise have become effective, the effective date of your insurance will be deferred until the date you return to work as an Active Full-time Employee.

If you were insured under the Prior Plan on the day before the Policy Effective Date and you would be eligible for coverage on the Policy Effective Date; except that you are not able to meet the requirements of Actively at Work; then the coverage amount shown in the Schedule of Benefits will not apply to you.

Instead, you will be considered to be insured and our coverage amount will be the lesser of:

1. the amount of Life Insurance under the Prior Plan; or
2. the amount of Life Insurance shown in the Schedule of Benefits,

reduced by:

1. any coverage amount in force or otherwise payable due to any disability benefit extension under the Prior Plan; or
2. any coverage amount that would have been in force due to any disability benefit extension under the Prior Plan had timely election for the disability provision been made.

You will remain insured under this provision until the first to occur of:

1. the date you return to work as an Active Full-time Employee;
2. the date your insurance terminates for a reason stated under the termination provision;
3. the last day of a period of 12 consecutive months which begins on the Policy Effective Date; or
4. the last day you would have been covered under the Prior Plan, had the Prior Plan not terminated.

## TERMINATION OF INSURANCE

### EMPLOYEES

An Insured Employee's coverage under the Policy will automatically terminate on the earliest of:

1. the date the Employee ceases to be in a class of Eligible Employees or ceases to qualify as an Employee;
2. the date the Employee's Employer ceases to be a Participating Employer under the Policy;
3. the date the Policy is discontinued;
4. the last day for which any required contribution has been made;
5. 90 days after the date the Employee returns to the U.S to establish residency;
6. the date the Employee ceases to be in Active Service, except as provided below:

**Temporary Layoff or Leave of Absence.** If an Employee's Active Service terminates because of temporary layoff or leave of absence, the insurance will be continued until the Participating Employer ceases to pay premiums for the Employee or otherwise cancels the insurance. But in no event will the insurance be continued for more than 60 days following termination of Active Service.

Any continuation of insurance must be in accordance with a plan which precludes individual selection.

## **LIFE INSURANCE**

**Amount of Insurance.** The amount of insurance on each Insured Employee will be equal to the Maximum Amount(s) for which he or she is eligible on the day he or she becomes insured as shown in the Schedule of Benefits. However, if such amount of insurance is greater than the Guaranteed Issue Amount; his or her amount of insurance will be the Maximum Amount for which he or she is eligible only if he or she submits medical Evidence of Insurability satisfactory to the Insurance Company. If an Employee does not satisfy this insurability requirement, his or her amount insurance will be the Guaranteed Issue Amount.

### **DEATH BENEFIT**

Upon receipt by the Insurance Company of proof of the death of an Insured Employee, the Insurance Company will pay to the beneficiary the Maximum Amount(s) of insurance in force on the life of the Insured Employee determined in accordance with the terms of the Policy.

### **EXTENDED DEATH BENEFIT**

If an Insured Employee's active service is terminated prior to his or her 65<sup>th</sup> birthday because of Total Disability, and if the Participating Employer continues to pay premiums for the Insured Employee, the insurance will be extended during the period he or she remains Totally Disabled, but for no more than one year from the date on which the disability began. In the event of the Insured Employee's death during the period in which the insurance is being extended, no death benefit will be paid unless proof of the Total Disability is submitted to the Insurance Company within one year after his or her death.

The amount of insurance payable at death will be the same amount for which the Insured Employee would have been eligible if he or she were not Totally Disabled, subject to any benefit reduction indicated in the Schedule of Benefits.

At any time during the period in which the insurance is extended, the Insurance Company will have the right to require proof of the continuing Total Disability and to have a Physician of its choice examine the Insured Employee.

There will be no extension of insurance under the provisions of this section if an individual policy of Life insurance is issued to the Insured Employee under the Conversion Privilege, unless the individual policy is surrendered to the Insurance Company without claim except for the return of any premium paid.

The insurance which is being extended on any Insured Employee under the provisions of this section will automatically terminate: (a) when premium payments stop; (b) if the Insured Employee ceases to be Totally Disabled, except that if he or she returns to Active Service in an Eligible Class, the insurance on the Insured Employee will be continued subject to payment of premiums by the Participating Employer for him or her; (c) if the Insured Employee refuses to submit to any physical examination required by the Insurance Company; (d) if the Insured Employee fails to provide proof of Total Disability in accordance with the terms of this section; or (e) the discontinuance of the Policy. Upon termination of his or her insurance, the Insured Employee will be entitled to the benefits described in the section entitled "Conversion Privilege".

## LIFE INSURANCE (Continued)

### CONVERSION PRIVILEGE

The Insured Employee may convert his or her life insurance under the Policy to an individual policy if such insurance or any portion of it, ends, provided the Insured Employee is Entitled to Convert and, within 31 days after such insurance ends the Insured Employee:

1. applies in writing to the Insurance Company at 600 King Street, Wilmington, DE 19801: Attn: MetLife Administrative Services; and
2. pays the first premium.

**Evidence of Insurability.** No Evidence of Insurability will be required if the Insured Employee converts to an individual policy under the Conversion Privilege.

**Entitled to Convert.** The Insured Employee is Entitled to Convert his or her Life Insurance only if:

1. the Insured Employee ceases to be a member of an Eligible Class as shown the Schedule of Benefits;
2. the Policy terminates, provided the Insured Employee has been covered under the Policy for at least five consecutive years immediately preceding such termination;
3. the Policy is amended to terminate the Eligible Class to which the Insured Employee belongs, provided he or she has been covered under the Policy for at least five consecutive years immediately preceding such termination.

In no event will the Insured Employee be Entitled to Convert if his or her coverage under the Policy ceases due to non-payment of the required premium.

**Amount of Converted Life Insurance.** If the Insured Employee's coverage terminates because he or she is no longer a member of an Eligible Class, the amount of Life Insurance that he or she will be eligible to convert will not be more than the amount of Life Insurance that is lost under the Policy.

If the Insured Employee's Life Insurance ends because the Policy is amended to terminate the Eligible Class to which he or she belongs, or if the Policy terminates, the amount of Life Insurance under the converted life policy will be the lesser of: (a) the amount of Life Insurance in force under the Policy at the time insurance ends, less any amount for which the Insured Employee becomes eligible under this or any other group life policy during the 31-day conversion period; or (b) \$2,000.

**Type of Policy.** The individual policy will be the Insurance Company's or an affiliated Life Insurance Company's current offering and will be on a form customarily issued by the Insurance Company. However, such policy may not be term insurance. No disability or other supplemental benefits will be covered under the Policy. The individual policy will go into effect at the end of the period during which the Insured Employee is eligible to convert.

If the individual policy contains a provision which restricts the time within which benefits would be payable as a result of suicide, or restricts the time within which coverage under the Policy can be contested, such time periods will be deemed to have begun at the time the Insured Employee was first covered under the Policy.

The premium will be based on the Insurance Company's rates for the individual policy form, the benefit amount, age and the class of risk to which the Insured Employee belongs at the time insurance ends. To continue insurance under the individual policy, the premium must continue to be paid as required under the terms of the individual policy.

**Death During the Conversion Period.** If the Insured Employee dies within the 31-day conversion period, the Insurance Company will pay a death benefit equal to the maximum amount the Insured Employee could have otherwise converted.

**Notice of Conversion Right.** Notice of the Insured Employee's right to convert to an individual policy will be presented to the Insured Employee or delivered to the Insured Employee's last known address within 15 days from the date his or her coverage ends. If notice is not given within this 15-day period, the 31-day conversion period will be extended by 15 days after the date notice is given. However, in no event will the conversion period be extended for more than 60 days after the expiration date of the initial 31-day conversion period.

**LIFE INSURANCE**  
**(Continued)**

**EXCLUSIONS**

Benefits will not be payable for any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt thereat by the Insured Person within two years of the effective date of such Insured Person's coverage under the Policy;
2. the commission of or attempt to commit a felony;
3. the participation in a riot or insurrection;
4. the declared or undeclared war, or any act of declared or undeclared war.
5. an insured's death caused as a result of radiological, nuclear, chemical, or biological weapons or events

## ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

**Amount of Principal Sum.** The amount of Principal Sum on each Insured Employee will be equal to the Principal Sum for which he or she is eligible on the day he or she becomes insured as shown in the Schedule of Benefits.

### DEATH AND DISMEMBERMENT BENEFIT

When an Insured Employee suffers any of the following losses within 120 days of and solely as the result of Injury that occurs while insured, the Insurance Company will pay in one sum the indicated percentage of Principal Sum for:

#### Schedule of Losses

Loss of:	Percentage of Principal Sum
Life.....	100%
Both Hands or Both Feet .....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot .....	100%
One Hand and Sight of One Eye.....	100%
One Foot and Sight of One Eye .....	100%
One Hand or One Foot .....	50%
Sight of One Eye .....	50%

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye.

### SEAT BELT AND AIR BAG BENEFIT

**Seat Belt Benefit (Percentage of Principal Sum Amount).** The company will pay a benefit when the Insured Person suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the insured is operating, or riding as a passenger in, an Automobile and wearing properly fastened, original, factory-installed seat belt. The amount payable is the lesser of: (1) \$25,000.00 or (2) 10% of the Insured Person's Principal Sum.

**Air Bag Benefit (Percentage of Principal Sum Amount).** The company will pay an additional benefit if a Seat Belt Benefit is payable and if the Insured Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact. The additional amount payable is the lesser of: (1) \$25,000.00 or (2) 10% of the Insured Person's Principal Sum.

Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System that inflates on impact is required. The additional amount payable is the lesser of: (1) \$25,000.00 or (2) 10% of the Insured Person's Principal Sum.

Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

## **ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

**(Continued)**

### **COMA BENEFIT**

If Injury renders an Insured Person Comatose within 90 days of the date of the accident that caused the Injury, and if the Coma continues for a period of 30 consecutive days, the Insurance Company will pay a monthly benefit of 1% of the Principal Sum. No benefit is provided for the first 30 days of Coma. The benefit is payable monthly as long as the Insured Person remains Comatose due to that Injury, but ceases on the earliest of: (1) the date the Insured Person ceases to be Comatose due to that Injury; (2) the date the Insured Person dies; or (3) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals 100% of the Principal Sum. The Insurance Company will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the Insurance Company is liable when the Insured Person is Comatose for less than a full month. Only one benefit is provided for any one month of Coma, regardless of the number of Injuries causing the Coma.

The Insurance Company reserves the right, at the end of the first 30 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Insured Person is Comatose, including, but not limited to, requiring an independent medical examination provided at the expense of the Insurance Company.

### **REHABILITATION BENEFIT**

If an Insured Person suffers an accidental dismemberment or paralysis for which an Accidental Dismemberment and Paralysis benefit is payable under the Policy, the Insurance Company will reimburse the Insured Person for Covered Rehabilitative Expenses that are due to the Injury causing the dismemberment or paralysis. The Covered Rehabilitative Expenses must be incurred within two years after the date of the accident causing that Injury, up to a maximum of \$10,000 for all Injuries caused by the same accident.

**Exclusions.** In addition to the Exclusions in the General Exclusions section of the Policy, Covered Rehabilitative Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

### **EXCLUSIONS**

Benefits will not be payable for any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury;
2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning;
3. the Insured Employee's commission of or attempt to commit a felony;
4. the Insured Employee's participation in a riot or insurrection;
5. declared or undeclared war, or any act of declared or undeclared war or
6. full-time active duty in the armed forces of any country or international authority, except the National Guard or organized reserve corps duty (unearned premium will be returned if the Insured Employee enters military service).
7. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Employee is:
  - a. riding as a passenger in any aircraft not licensed for the transportation of passengers for hire.
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
8. the Insured Employee's being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at 600 King Street, P.O. Box 1449, Wilmington, DE 19899, with information sufficient to identify the Insured Person, is deemed notice to the Company.

**Claim Forms.** The Insurance Company, when it receives the notice of claim directly from the Participating Employer, will furnish to the Participating Employer for delivery to the Employee or the Beneficiary, the claim forms which it usually furnishes for filing proofs of loss. If the Employee or Beneficiary does not receive these claim forms within 15 days after receipt by the Insurance Company of the notice of claim, the Employee may submit any other written proof which fully describes the nature and extent of the claim.

**Proofs of Loss.** Written proof of loss must be furnished to the Insurance Company at its Home Office within 90 days after the date of the loss for which claim is made. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Insurance Company may reasonably require. Failure to furnish written proof of loss within the time provided in the Policy will neither invalidate nor reduce any claim if it can be shown that it was not reasonably possible to furnish written proof of loss within that time and that written proof of loss was furnished as soon as was reasonably possible.

**Time of Payment of Claims.** Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon the Insurance Company's receipt of written proof of the loss. Subject to the Insurance Company's receipt of written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Insurance Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

**Payment of Claims.** Upon receipt of death certificate or some other proof of death suitable to the Insurance Company, payment for loss of life of an Insured Employee will be made to the Insured Employee's beneficiary as defined in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Employee. If an Insured Employee dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as defined in the Beneficiary Designation and Change provision of the General Provisions section.

If any benefit is payable to the estate of a person, or if any payee is a minor or otherwise not competent to give a valid release for the payment, the Insurance Company may make an initial payment, up to an amount not exceeding \$5,000, to any relative by blood or connection by marriage of the payee who is deemed by the Insurance Company to be equitably entitled thereto. Such payment does not discharge the Insurance Company's liability for any remaining benefits payable under the Policy.

Any payment the Insurance Company makes in good faith fully discharges the Insurance Company's liability to the extent of the payment made.

**Facility of Payment.** If an individual appears to the Company to be equitably entitled to compensation because he or she has incurred expenses on behalf of an Insured Person or for burial or funeral expenses, the Company may deduct from the amount payable under the Policy to be paid to such individual the expenses incurred, but not more than \$500. Such payment will not exceed the amount due under the Policy.

## GENERAL PROVISIONS

**Legal Actions.** No action at law or in equity will be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been filed in accordance with the requirements of the Policy, nor will any action be brought at all unless brought within three years from the expiration of the time within which proof of loss is required by the Policy.

**Time Limitations.** If any time limitation provided in the Policy for giving notice of claims, for furnishing proof of loss, or for bringing any action at law or in equity is less than that permitted by the law of the jurisdiction in which the Employee resides at the time the Policy is issued, then the time limitation of the prevailing jurisdiction.

**Physical Examination and Autopsy.** The Insurance Company, at its own expense, will have the right and opportunity to examine any individual for whom claim is pending under the Policy when and as often as it may reasonably require and to make an autopsy in case of death where it is not forbidden by law.

**Beneficiary Designation and Change.** The Insured Employee's designated beneficiary is the person(s) so named by the Insured Employee for the Policy as shown on the Participating Employer's records kept on the Policy.

A legally competent Insured Employee over the age of majority may change his or her beneficiary designation at any time, unless an irrevocable designation has been made. The change may be executed, without the consent of the designated beneficiary(ies), by providing the Insurance Company, or Administrator, or if agreed upon in advance by the Insurance Company, the Participating Employer with a written request for change. When the request is received by the Insurance Company, Administrator, or if agreed upon in advance by the Insurance Company, the Participating Employer, whether the Insured Employee Person is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Insurance Company on account of any payment which is made prior to receipt of the request.

If there is no designated beneficiary, or if no designated beneficiary is living after the Insured Employee's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: The Insured Employee's (1) Spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured Employee Person's estate.

If no beneficiary for an Insured Dependent's coverage is living on the date of the Insured Dependent's death, the beneficiary is the Insured Employee's estate.

**Honoring Beneficiary Information from a Prior Plan during transition period.** The Insured Employee's beneficiary should be named on a form acceptable to the Insurance Company within 30 days of the effective date of coverage under this plan. If a claim is presented within 30 days of the effective date of coverage under this Policy and the Employee has not submitted a beneficiary designation acceptable to the Insurance Company then the Company may make all payments to the last person named by the Insured Employee as a beneficiary under a policy that ended before becoming insured under the Policy.

The Insurance Company may use information from the prior carrier's records to determine any payment made such as:

1. information about the last beneficiary named by the Insured Employee under the Policy, or any other group policy; or
2. information that the Insured Employee named no beneficiary under the Policy, or any other group policy.

If information shows that no beneficiary was named, the Insurance Company may make all payment to anyone it selects under the provisions for Payment of Benefits.

**Assignment.** The Policy is non-assignable by the Participating Employer. An Insured Employee may assign all of his or her rights, privileges and benefits under the Certificate without the consent of his or her beneficiary. However, the Insurance Company is not bound by an assignment until received by the insurance company. The Insurance Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to any laws and the terms of the Policy.

## GENERAL PROVISIONS (Continued)

**Reimbursement and Subrogation.** When an Insured Person's Injury appears to be someone else's fault, benefits otherwise payable under the Policy for covered expenses incurred as a result of that Injury will not be paid unless the Insured Person or his legal representative agrees:

1. to repay the Insurance Company for such benefits to the extent they are for losses for which compensation is paid to the Insured Person by or on behalf of the person at fault;
2. to allow the Insurance Company a lien on such compensation and to hold such compensation in trust for the Insurance Company; and
3. to execute and give to the Insurance Company any instruments needed to secure the rights under (a) and (b).

Further, when the Insurance Company has paid benefits to or on behalf of the injured Insured Person, the Insurance Company will be subrogated to all rights of recovery that the Insured Person has against the person at fault. These subrogation rights will extend only to recovery of the amount the Insurance Company has paid. The Insured Person must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to the Insurance Company.

**Conformity with State Statutes.** Any provision of the Policy which, as of its Effective Date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of such statutes.

This sample certificate is provided by good neighbor insurance of behalf of our international clients.  
for more information, go to [www.gninsurance.com](http://www.gninsurance.com).