

**HOSPITAL INDEMNITY PLAN 2**



**METROPOLITAN LIFE INSURANCE COMPANY  
NEW YORK, NEW YORK**

**CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You and Your Dependents are insured for the benefits described in this Certificate, subject to the provisions of this Certificate. This Certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance.

**PLEASE READ THIS CERTIFICATE CAREFULLY.**

The Group Policy is a contract between MetLife and the Group Policyholder. It may be changed or ended without Your consent or notice to You.

Group Policyholder: **tronc, Inc**  
Group Policy Number: 0159253  
MetLife Contact Information: 1-800-GET-MET8

We have issued this Certificate to You in consideration of the payment of the Contribution and the statements made in Your enrollment form.

**Important Notice: The insurance evidenced by this Certificate provides limited benefits. Subject to its terms, conditions and limitations, this Certificate provides benefits for treatment of an accidental Injury or Sickness in a Hospital. The benefit amounts are shown in the Schedule and are not based on any medical expenses that are incurred. You should have medical coverage in force when You enroll for this insurance.**

**THIS CERTIFICATE DOES NOT PROVIDE MEDICARE SUPPLEMENT COVERAGE. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from MetLife.**

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE SECTION WHICH FOLLOWS THIS PAGE.  
PLEASE READ THE NOTICE CAREFULLY.

**NOTICE FOR RESIDENTS OF ILLINOIS**

**IMPORTANT NOTICE**

**To make a complaint to Metropolitan Life Insurance Company, You may write to:  
Metropolitan Life Insurance Company – Group Accident Product  
501 Route 22  
Bridgewater, New Jersey 08807**

**The address of the Illinois Department of Insurance is:  
Illinois Department of Insurance  
Public Services Division  
Springfield, Illinois 72767**

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## COVERED PERSON SPECIFICATIONS

Certificate Effective Date:

Group Policyholder: tronc, Inc  
Group Policy Number: 0159253

MetLife Contact Information: 1-800-GET-MET8

Your Name:  
Your Certificate Number:

Coverage for Your Dependents NONE

If You elect coverage for Your Dependent Children, once Dependent Insurance is in effect for at least one Dependent Child, any additional child who becomes Your Dependent Child will be insured from the date the child becomes Your Dependent Child. You do not need to enroll such additional Dependent Children in order for them to become insured for Dependent Insurance.

This Covered Person Specifications page is part of Your Certificate. Please keep it with Your Certificate.

## **SCHEDULE OF INSURANCE**

**IMPORTANT NOTE:** Payment of the benefits listed in this Schedule is subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate. **PLEASE READ THE ENTIRE CERTIFICATE CAREFULLY.**

The benefit amounts listed on this Schedule are subject to reduction in accordance with the **Benefit Reduction Due to Age** section of this Certificate.

The listing of benefits for Your Spouse or Domestic Partner and Your Dependent Child only apply if Coverage is in effect for those Dependents under this Certificate. Please refer to the Eligibility Provisions: Dependent Insurance section of this Certificate for details.

### **ACCIDENT - HOSPITAL BENEFITS**

#### **Benefit**

#### **Accident - Hospital Admission Benefit**

Non-ICU Hospital Admission	\$600
Intensive Care Unit Admission	\$600

#### **Accident - Hospital Confinement Benefit**

Non-ICU Hospital Confinement	\$50
Intensive Care Unit Confinement	\$50

### **SICKNESS - HOSPITAL BENEFITS**

#### **Benefit**

#### **Sickness - Hospital Admission Benefit**

Non-ICU Hospital Admission	\$600
Intensive Care Unit Admission	\$600

#### **Sickness - Hospital Confinement Benefit**

Non-ICU Hospital Benefit	\$50
Intensive Care Unit Benefit	\$50

## DEFINITIONS

As used in this Certificate, the terms listed below will have the meanings set forth below. Other terms may be defined where they are used. When defined terms are used in this Certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Accident** means an act or event which:

- is unforeseen;
- is definite as to time and place;
- is not a Sickness; and
- occurs while insurance is in effect.

The term Accident includes unavoidable exposure to the elements if such exposure was a direct result of an Accident.

**Actively at Work or Active Work** means that You are performing all of the usual and customary duties of Your job on a Full-Time or a Part-Time basis. This must be done at:

- the Group Policyholder's place of business;
- an alternate place approved by the Group Policyholder; or
- a place to which the Group Policyholder's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Group Policyholder approved vacations, holidays or temporary business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Certificate** means this Certificate including any riders attached to it.

**Confined or Confinement** means the assignment to a bed as a resident inpatient in a Hospital (including an Intensive Care Unit of a Hospital) on the advice of a Physician or confinement in an observation area within a Hospital for a period of no less than 20 continuous hours on the advice of a Physician.

**Contribution** means the amount You must pay towards the total premium charged by Us for insurance under this Certificate.

**Covered Person** means You and, if insured under the Group Policy for the insurance described in this Certificate, Your Dependents.

**Dependent** means Your Spouse, Domestic Partner and/or Dependent Child.

**Dependent Child** means the following:

Your biological, adopted, or stepchild who is under age 26.

The term does not include an unborn or stillborn child. No person can be insured under the Group Policy as both an employee and a Dependent Child.

A person cannot be insured as a Dependent Child of more than one employee under the Group Policy. A child who is in Your custody pursuant to an interim court order of adoption or placement of adoption is an adopted child.

## DEFINITIONS (continued)

**Dependent Insurance** means insurance under this Certificate for Your Dependents.

**Domestic Partner** means each of two people, one of whom is an employee of the Group Policyholder, who:

1. have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available; or
2. are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:
  - 18 years of age or older;
  - unmarried;
  - the sole domestic partner of the other;
  - sharing a Primary Residence with the other; and
  - not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

A Domestic Partner declaration attesting to the existence of an insurable interest in one another's lives must be completed and Signed by the employee.

No person can be insured under the Group Policy as both an employee and a Domestic Partner.

**Emergency Room** means an area within a Hospital that is dedicated to the provision of emergency care. This area must:

- be staffed and equipped to handle trauma;
- be supervised and provide treatment by Physicians; and
- provide care seven days per week, 24 hours per day.

**Full-Time** means Active Work on the Group Policyholder's regular work schedule for the class of employees to which You belong. The work schedule must be at least 35 hours per week.

**Group Policy** means the policy of insurance issued by Us to the Group Policyholder under which this Certificate is issued.

**Group Policyholder** means tronc, Inc.

**Hospital** means a short-term, acute care, general facility which:

- is primarily engaged in providing, by or under the continuous supervision of Physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- has organized departments of medicine;
- has facilities for major Surgery either on its premises or through contractual arrangement with another Hospital;
- has a requirement that every patient must be under the care of a Physician or dentist;
- provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- is duly licensed by the agency responsible for licensing such Hospitals; and
- is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitative care.

**Injury** means any bodily harm:

- that results directly from an Accident; and
- is not specifically excluded as set forth in the section titled Accident - Exclusions.



## DEFINITIONS (continued)

**Intensive Care Unit or ICU** means a place which:

- is a specifically dedicated area of a Hospital that is restricted to patients who are critically ill or injured and who require intensive, comprehensive monitoring and care;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
- is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- is under close observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis; and
- has a Physician assigned to the intensive care unit on a full-time basis.

The term Intensive Care Unit includes Hospital units with the following names: Intensive Care Unit; Coronary Care Unit; Neonatal Intensive Care Unit; Pulmonary Care Unit; Burn Unit; or Transplant Unit.

**Medical Restriction** means a person is:

- restricted to the person's home under a Physician's care;
- receiving or applying to receive disability benefits from any source;
- an inpatient in a Hospital;
- receiving care in a hospice facility, an intermediate care facility or a long-term care facility; or
- receiving chemotherapy, radiation therapy or dialysis.

**Part-Time** means Active Work on the Group Policyholder's regular work schedule for the class of employees to which You belong. The work schedule must be at least 20 hours per week.

**Physician** means:

- a person licensed to practice medicine and prescribe and administer drugs or to perform Surgery in the jurisdiction where such services are performed; or
- a medical practitioner who is licensed to provide a service for which a benefit is payable under this Certificate, according to the laws and regulations of the jurisdiction where such service is performed, and who is acting within the scope of such license.

The term Physician does not include:

- You;
- Your Spouse, Your Domestic Partner or anyone to whom You are related by blood or marriage;
- anyone with whom You are residing;
- Your adopted or stepchild;
- anyone with whom You share a business interest; or
- Your employee.

## DEFINITIONS (continued)

**Primary Residence** means the dwelling where a person lives for the majority of the time, whether the person owns or rents the dwelling.

**Proof** means Written evidence satisfactory to Us that a claimant has satisfied the conditions and requirements for any benefit described in this Certificate. When a claim is made for any benefit described in this Certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Except as provided in the Examinations and Autopsy provisions of this Certificate, Proof must be provided at the claimant's expense.

**Schedule** means the Schedule of Insurance that appears in this Certificate, and the Covered Person Specifications page.

**Sickness** means:

- a physical illness, physical infirmity or physical disease;
- pregnancy; or
- infection, but not an infection received through an accidental cut or wound.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record. The signature may be transmitted by paper or electronic media, provided it is consistent with applicable law.

**Spouse** means Your lawful spouse. No person can be insured under the Group Policy as both an employee and a Spouse.

**Surgery** means a procedure performed by a Physician involving an incision of the Covered Person's skin or tissue that, in and of itself, is intended to be curative, palliative or exploratory.

**DEFINITIONS (continued)**

**United States** means the United States of America, its territories and its possessions.

**We, Us** and **Our** mean Metropolitan Life Insurance Company.

**Write, Written** or **Writing** means a record that may be transmitted by paper or electronic media, and that is consistent with applicable law.

**You** and **Your** means an employee who is insured under the Group Policy for the insurance described in this Certificate.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU

### ELIGIBLE CLASS

#### CLASS 1

All Active Full-Time and Part-Time Employees.

### DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class.

If You are in an eligible class on the date insurance becomes available for the class, You will be eligible for insurance on the date You complete any applicable eligibility waiting period set by the Group Policyholder.

If You enter an eligible class after the date insurance becomes available to members of that class, You will be eligible for insurance on the date You complete any applicable eligibility waiting period set by the Group Policyholder.

### ENROLLMENT PROCESS

If You are eligible for insurance, You may enroll for such insurance by completing the required form. You must also provide Written permission to deduct Contributions from Your pay for such insurance, if You are required to make such Contributions.

### DATE YOUR INSURANCE TAKES EFFECT

Provided that You are Actively at Work in an eligible class, insurance under this Certificate will take effect for You on the Certificate effective date.

If You are not Actively at Work in an eligible class on the date insurance would otherwise take effect under the above paragraph, insurance will take effect on the date You return to Active Work in an eligible class.

### BENEFIT INCREASES

If You are insured under this Certificate at the time a benefit increase is offered for Your eligible class, You may complete the form required to elect the benefit increase. If You do, provided that You are Actively at Work in an eligible class, the benefit increase will take effect on the later of:

- the date it is scheduled to go into effect for Your eligible class; and
- the date You complete the form required to elect the benefit increase.

If You are not Actively at Work in an eligible class on the date the benefit increase would otherwise take effect under the above paragraph, Your benefit increase will take effect on the date You return to Active Work in a class that is eligible for the benefit increase.

## **ELIGIBILITY PROVISIONS: DEPENDENT INSURANCE**

### **ELIGIBLE CLASSES FOR DEPENDENT INSURANCE**

All Class 1 employees of the Group Policyholder as specified in the Eligibility Provisions: Insurance For You section of this Certificate are eligible for Dependent Insurance.

A Dependent will not be eligible while the Dependent:

- is serving in the armed forces, or any auxiliary units of the armed forces, of any country; or
- lives outside of the United States, Canada or Mexico for more than 12 consecutive months.

### **DATE YOU ARE ELIGIBLE FOR DEPENDENT INSURANCE**

If You are in a class of employees who are eligible for Dependent Insurance on the date Your insurance takes effect, You will be eligible for Dependent Insurance on the later of the following:

- the date Your insurance takes effect; and
- the date an individual becomes Your first Dependent.

If You enter a class of employees who are eligible for Dependent Insurance after the date Your insurance takes effect, You will be eligible for Dependent Insurance on the later of the following:

- the date You enter a class eligible for Dependent Insurance; and
- the date an individual becomes Your first Dependent.

### **ENROLLMENT PROCESS**

Except as provided in the Newborn and Adopted Children provision, if You become eligible for Dependent Insurance, You may enroll for such insurance by providing Us with the information We require for each Dependent to be insured. You must also provide Written permission to deduct Contributions from Your pay for Dependent Insurance, if You are required to make such Contributions.

### **DATE DEPENDENT INSURANCE TAKES EFFECT**

Except as provided in the Newborn and Adopted Children provision, Dependent Insurance for a Dependent who is not under a Medical Restriction will take effect on the later of:

- the date You are eligible for Dependent Insurance; and
- the date You complete the form required to enroll that Dependent.

Except as provided in the Newborn and Adopted Children provision, if the Dependent is under a Medical Restriction on the date insurance for such Dependent would otherwise take effect, insurance for the Dependent will take effect on the date the Dependent is no longer under a Medical Restriction.

### **NEWBORN AND ADOPTED CHILDREN**

A Dependent Child born to You while insurance is in effect under this Certificate will be covered for 31 days from the moment of such Dependent Child's birth. To continue coverage beyond the first 31 days You must notify Us of the child's birth and give Written permission to deduct Contributions from Your pay for Dependent Insurance for the newborn child.

### **ADOPTED CHILDREN**

Your adopted child will be covered for 31 days from the earlier of: the date the child is placed in Your custody pursuant to an interim court order; or the placement of adoption. In order to continue coverage beyond the first 31 days, You must provide Us with notice of the adopted child and give us permission to deduct Contributions from Your pay for Dependent Insurance for the adopted child. Coverage will end if the child's placement is disrupted prior to legal adoption.

## **ELIGIBILITY PROVISIONS: DEPENDENT INSURANCE (continued)**

### **BENEFIT INCREASES**

If a Dependent is insured under this Certificate at the time a benefit increase is offered for Your eligible class, You may complete the form required to elect the benefit increase. If You do, provided that the Dependent is not under a Medical Restriction on that date, the benefit increase will take effect for that Dependent on the later of:

- the date it is scheduled to go into effect for Your eligible class; and
- the date You complete the form required to elect the benefit increase.

If the Dependent is under a Medical Restriction on that date, the benefit increase will take effect on the date the Dependent is no longer under a Medical Restriction.

## **ACCIDENT - HOSPITAL BENEFITS**

**Payment of the Accident - Hospital Benefits described in this section are subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.**

### **ACCIDENT – HOSPITAL ADMISSION BENEFIT**

If a Covered Person is admitted to a Hospital for treatment of an Injury, We will pay the Accident - Hospital Admission Benefit shown in the Schedule that applies to the type of Hospital admission, subject to all of the following:

- In order for the Accident - Hospital Admission Benefit to be payable for a non-ICU Hospital admission, admission must occur within 180 days after the Accident occurs.
- In order for the Accident - Hospital Admission Benefit to be payable for an Intensive Care Unit admission, admission to the Intensive Care Unit must occur within 180 days after the Accident occurs.
- This benefit does not apply to Emergency Room treatment, outpatient treatment, or a stay of less than 20 hours in an observation area.
- We will only pay one Accident - Hospital Admission Benefit per Covered Person, per Accident. If the Covered Person moves from or to an Intensive Care Unit after initial admission to a Hospital, We will not pay an additional Accident - Hospital Admission Benefit.

### **ACCIDENT - HOSPITAL CONFINEMENT BENEFIT**

If a Covered Person is Confined in a Hospital for treatment of an Injury, We will pay the Accident - Hospital Confinement Benefit shown in the Schedule that applies to the type of Hospital Confinement for each day the Covered Person is Confined in the Hospital, subject to all of the following:

- In order for the Accident - Hospital Confinement Benefit to be payable for a non-ICU Hospital Confinement, the initial Confinement must begin within 180 days after the Accident occurs.
- In order for the Accident - Hospital Confinement Benefit to be payable for an Intensive Care Unit Confinement, the initial Confinement must begin within 180 days after the Accident occurs.
- For a non-ICU Hospital Confinement, the Accident - Hospital Confinement Benefit is payable for up to 31 days per Covered Person, per Accident, and may be used over a two-year period following the date of the Accident.
- For an Intensive Care Unit Confinement, the Hospital Confinement Benefit is payable for up to 31 days per Covered Person, per Accident, and may be used over a two-year period following the date of the Accident.
- We will pay the Accident – Hospital Confinement Benefit for only one Hospital Confinement at a time, even if the Confinement is caused by more than one Accident.
- We will only pay one Accident - Hospital Confinement Benefit per day. If the Covered Person has a non-ICU Hospital Confinement and an Intensive Care Unit Confinement on the same day, We will only pay the Accident - Hospital Confinement Benefit that applies to Intensive Care Unit Confinement.
- If a Covered Person exhausts the Accident – Hospital Confinement Benefit that applies to Confinement in an Intensive Care Unit and remains Confined in an Intensive Care Unit, the Covered Person may still be eligible for the Accident – Hospital Confinement Benefit that applies to a non-ICU Hospital Confinement.

## **SICKNESS - HOSPITAL BENEFITS**

**Payment of the Sickness - Hospital Benefits described in this section are subject to all of the conditions, maximums, limitations, exclusions and Proof requirements contained in the provisions of this Certificate.**

### **PREEXISTING CONDITION LIMITATION**

We will not pay any benefits under this SICKNESS – HOSPITAL BENEFITS section for Sickness caused by or resulting from a Covered Person's Preexisting Condition if the Sickness occurs during the first 12 months that the Covered Person is insured under this Certificate.

Preexisting Condition means a Sickness for which, in the 12 months before a Covered Person becomes insured under this Certificate:

- medical advice, treatment or care was sought by the Covered Person, or, was recommended by, prescribed by or received from a Physician; or
- the Covered Person had symptoms, or any medical or physical conditions that would cause an ordinarily prudent person to seek diagnosis, care or treatment.

### **SICKNESS - HOSPITAL ADMISSION BENEFIT**

If a Covered Person is admitted to a Hospital for treatment of a Sickness, We will pay the Sickness - Hospital Admission Benefit shown in the Schedule that applies to the type of the Hospital admission, subject to the all of following:

- This benefit does not apply to Emergency Room treatment, outpatient treatment, or a stay of less than 20 hours in an observation unit.
- We will only pay one Sickness – Hospital Admission Benefit per Covered Person, per Sickness. If the Covered Person moves from or to an Intensive Care Unit after initial admission to a Hospital, We will not pay an additional Sickness - Hospital Admission Benefit.
- We will pay the Sickness – Hospital Admission Benefit no more than 1 time per Covered Person, per calendar year.

### **SICKNESS - HOSPITAL CONFINEMENT BENEFIT**

If a Covered Person is Confined in a Hospital for treatment of a Sickness, We will pay the Sickness - Hospital Confinement Benefit shown in the Schedule that applies to the type of Hospital Confinement for each day the Covered Person is Confined in the Hospital for treatment of a Sickness, subject to all of the following:

- For a non-ICU Hospital Confinement, the Sickness - Hospital Confinement Benefit is payable for up to 31 days per Covered Person, per Sickness.
- For an Intensive Care Unit Confinement, the Sickness - Hospital Confinement Benefit is payable for up to 31 days per Covered Person, per Sickness.
- We will pay the Sickness – Hospital Confinement Benefit for only one Hospital Confinement at a time, even if the Confinement is caused by more than one Sickness.
- We will only pay one Sickness - Hospital Confinement Benefit per day. If the Covered Person has a non-ICU Hospital Confinement and an Intensive Care Unit Confinement on the same day, We will only pay the Sickness - Hospital Confinement Benefit that applies to Intensive Care Unit Confinement.
- If a Covered Person exhausts the Sickness – Hospital Confinement Benefit that applies to Confinement in an Intensive Care Unit and remains Confined in an Intensive Care Unit, the Covered Person may still be eligible for the Sickness – Hospital Confinement Benefit that applies to a non-ICU Hospital Confinement.



## **ADDITIONAL LIMITATION IF THE COVERED PERSON IS CONFINED FOR BOTH INJURY AND SICKNESS**

If a Covered Person is Confined for both an Injury and Sickness at the same time, We will only pay benefits for the admission and Confinement under the Accident – Hospital Benefits section, and not this section. In this case, if the Covered Person exhausts the benefits under the Accident – Hospital Benefits section for Hospital Confinement and remains Confined for treatment of a Sickness, the Covered Person may still be eligible for the Sickness – Hospital Confinement Benefit under this section.

## **SICKNESS - EXCLUSIONS**

We will not pay benefits under this Sickness – Hospital Benefits section of the Certificate for any Covered Person's Sickness that is caused by:

- the Covered Person's voluntary use, by any means, of:
  - any drug, medication or sedative, unless it is:
    - taken or used as prescribed by a Physician; or
    - an "over the counter" drug, medication or sedative taken as directed;
  - alcohol in combination with any drug, medication, or sedative; or
  - poison, gas, or fumes;
- the Covered Person's suicide or attempted suicide (while sane or insane);
- the Covered Person's intentionally self-inflicted injury;
- war, whether declared or undeclared; or act of war;
- the Covered Person's active participation in an insurrection, rebellion, riot, or terrorist act;
- the Covered Person's engagement in any activity that constitutes a felony under the laws of the jurisdiction in which the activity occurred;
- dental or plastic Surgery for cosmetic purposes, except when such Surgery is performed to:
  - treat a Sickness;
  - correct a disorder of normal bodily function or structure that was caused by a Sickness for which coverage is not otherwise excluded under this Certificate;
  - reconstruct a part of the body which was removed or disfigured as a result of a Sickness for which coverage is not otherwise excluded under this Certificate;
- the Covered Person's mental illness, or the diagnosis or treatment of such illness;
- the Covered Person's alcoholism, drug addiction, chemical dependency or complications thereof;
- activities required by the Covered Person's service in the armed forces or any auxiliary unit of the armed forces of any country or international authority; or
- routine, vaginal delivery of a child or children or delivery of a child or children by non-emergency Cesarean section.

In addition, We will not pay benefits under this Sickness – Hospital Benefits section of this Certificate for:

- a Covered Person while incarcerated in any type of penal or detention facility;
- any Hospital admission or Confinement outside the United States, Canada or Mexico; or
- routine nursing or well baby care for a newborn child.

## BENEFIT REDUCTION DUE TO AGE

A benefit payable with respect a Covered Person will be reduced as described in the table below, based on the Covered Person's Attained Age.

Attained Age means the Covered Person's age:

- on the date of an Accident, for all benefits that become payable because of the Accident; and
- on the date of Confinement, for all benefits that become payable under the Sickness – Hospital Benefits section.

<b>Attained Age</b>	<b>Reduction Amount</b>
65 to 69	Any benefit payable will be reduced by 25% of the amount listed for that benefit in the Schedule if the Covered Person's Attained Age is 65 to 69. For example, a \$100 benefit, as listed in the Schedule, will be paid at \$75 if the Covered Person's Attained Age is 67.
70 or older	Any benefit payable will be reduced by 50% of the amount listed for that benefit in the Schedule if the Covered Person's Attained Age is 70 or older. For example, a \$100 benefit, as listed on the Schedule, will be paid at \$50 if the Covered Person's Attained Age is 72.

## ACCIDENT – EXCLUSIONS

The exclusions set forth in this section apply to the benefits described in the following sections of this Certificate:

- ACCIDENT – HOSPITAL BENEFITS

We will not pay benefits for any loss for a Covered Person caused by the Covered Person's Sickness, or the diagnosis or treatment of such Sickness, except for the Covered Person's use of:

- any drug, medication or sedative that is taken or used as prescribed by a Physician; or
- an "over the counter" drug, medication or sedative taken as directed.

We will not pay benefits for any loss for a Covered Person caused by:

- the Covered Person's voluntary use, by any means, of:
  - any drug, medication or sedative, unless it is:
    - taken or used as prescribed by a Physician; or
    - an "over the counter" drug, medication or sedative taken as directed;
  - alcohol in combination with any drug, medication, or sedative; or
  - poison, gas, or fumes;
- the Covered Person's suicide or attempted suicide (while sane or insane);
- the Covered Person's intentionally self-inflicted injury;
- war, whether declared or undeclared; or act of war;
- the Covered Person's active participation in an insurrection, rebellion, riot, or terrorist act;
- the Covered Person's engagement in any activity that constitutes a felony under the laws of the jurisdiction in which the activity occurred;
- the Covered Person's infection, other than infection occurring in an external wound resulting from an Injury;
- food poisoning;
- the Covered Person's operation, while intoxicated, of a motor vehicle involved in the incident. For purposes of this exclusion:
  - intoxicated means that the Insured's blood alcohol level met or exceeded .08%; and
  - motor vehicle means any vehicle that is powered by a motor, including, but not limited to: an automobile; a boat; a motorcycle; a truck; an all terrain vehicle; or a snow mobile;
- dental or plastic Surgery for cosmetic purposes, except when such Surgery is performed to:
  - treat an Injury;
  - correct a disorder of normal bodily function or structure that was caused by an Injury for which coverage is not otherwise excluded under this Certificate; or
  - reconstruct a part of the body which was disfigured or removed as a result of an Injury for which coverage is not otherwise excluded under this Certificate;
- the Covered Person's mental illness, or the diagnosis or treatment of such mental illness, except for the Covered Person's use of:
  - any drug, medication or sedative that is taken or used as prescribed by a Physician; or
  - an "over the counter" drug, medication or sedative taken as directed;
- activities required by the Covered Person's service in the armed forces or any auxiliary unit of the armed forces of any country or international authority;
- the Covered Person's travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight;
- the Covered Person parachuting or otherwise exiting from a motorized or non-motorized aircraft while such aircraft is in flight, except for self-preservation;
- the Covered Person riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- the Covered Person participating in any semi-professional or professional competitive athletic activity for which any type of compensation or remuneration is received; or
- the Covered Person bungee jumping, base jumping, hang gliding, para-kiting, sail-gliding, scuba diving deeper than 130 feet; spelunking; or mountaineering including rock climbing using ropes and any other climbing equipment. For the purposes of this exclusion the term mountaineering does not include backpacking, mountain biking, hiking or trail running.

## **ACCIDENT – EXCLUSIONS (continued)**

In addition, We will not pay benefits for:

- a Covered Person while incarcerated in any type of penal or detention facility; or
- any of the following outside of the United States, Canada or Mexico:
  - Hospital admission or Confinement.

## WHEN INSURANCE ENDS

### DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

- the date the Group Policy ends;
- the date You die;
- the date insurance ends for Your class;
- the end of the period for which the last full premium has been paid for You;
- the date You cease to be in an eligible class; or
- the date Your employment ends for any reason.

### DATE DEPENDENT INSURANCE ENDS

A Dependent's insurance will end on the earliest of:

- the date Your insurance under this Certificate ends;
- the date Dependent Insurance ends under the Group Policy for all employees or for Your class;
- the date the person ceases to be a Dependent;
- the date the Dependent is no longer eligible as described in the Eligible Classes for Dependent Insurance provision; or
- the end of the period for which the last full premium has been paid for the Dependent.

Termination of a Covered Person's insurance will be without prejudice to an existing claim.

In certain cases insurance may be continued as stated in the Continuation of Insurance With Premium Payment section of this Certificate. Please see that section for details.

## **SPECIAL RULES FOR COVERED PERSONS PREVIOUSLY INSURED UNDER ANOTHER INSURANCE POLICY ISSUED TO THE GROUP POLICYHOLDER**

The Group Policy is replacing another policy of group insurance, providing similar benefits, that was issued to the Group Policyholder. This section explains how the replacement of that other group insurance policy will affect people who were covered under that policy.

In this section, the terms listed below will have the meanings listed below.

**New Policy** means the Group Policy under which this Certificate is issued.

**Old Policy** means the policy of group insurance that was replaced by the New Policy.

**Replacement Date** means the effective date of the New Policy.

If You were insured under the Old Policy on the date it ended and, disregarding any requirement that You be Actively at Work, You are eligible for insurance under the New Policy, You will be:

- insured under the New Policy on the Replacement Date; and
- credited for the time You were continuously insured under the Old Policy on the date it ended in determining how long You have been insured under this Certificate.

If You become insured under the New Policy on the Replacement Date but You are not Actively at Work on that date, unless You return to Active Work:

- benefits payable under the New Policy for You will be the lesser of the benefits payable under the terms of this Certificate and the benefits payable under the terms of the Old Policy;
- We will reduce any amounts paid under this Certificate by any amount payable under any extension of benefits provision of the Old Policy; and
- Your insurance under the New Policy will end on the earlier of the date benefits would have ended under the Old Policy and the date coverage ends under the When Insurance Ends section of this Certificate.

If You were insured under the Old Policy on the date it ended and You become insured under the New Policy on the Replacement Date, each of Your Dependents who was insured under the Old Policy on the date it ended will:

- become covered under the New Policy on the Replacement Date; and
- credited for the time such Dependent was continuously insured under the Old Policy on the date it ended in determining how long such Dependent has been insured under this Certificate.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT

### FOR MENTALLY OR PHYSICALLY HANDICAPPED CHILDREN

Insurance for a Dependent Child may be continued past the age limit if that child is incapable of self-sustaining employment because of a mental or physical handicap as defined by applicable law. Proof of such handicap must be sent to Us within 31 days after the date the Dependent Child attains the age limit and at reasonable intervals after such date.

Except as stated in the Date Dependent Insurance Ends provision of the When Insurance Ends section of this Certificate, insurance will continue while such Dependent Child:

- remains incapable of self-sustaining employment because of a mental or physical handicap; and
- continues to qualify as a Dependent Child, except for the age limit.

### FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify under the Family and Medical Leave Act of 1993 (FMLA) or similar state laws for continuation of insurance. Please contact the Group Policyholder for information regarding the FMLA or any similar state law.

### AT YOUR OPTION: CONTINUATION WITH PREMIUM PAYMENT

Insurance provided under this Certificate may be continued with premium payment in certain situations, as described in this provision. This is referred to in this provision as "Continued Insurance". Evidence of insurability will not be required to obtain Continued Insurance. If You obtain Continued Insurance under this provision, You may also continue Dependent Insurance. For purposes of this provision, insurance in effect under the Group Policy for which the Group Policyholder remits premium is referred to in this provision as "Group Billed Insurance".

You may obtain Continued Insurance for You and for Your Dependents by making a request in Writing during the Request Period specified below if Your Group Billed Insurance ends except as described below.

Continued Insurance is not available if:

- Your Group Billed insurance ends due to Your failure to make a required Contribution; or
- Your insurance ends because the Group Policy ends and, within 30 days of the day that the Group Policy ends, You become eligible for insurance under another policy of group insurance providing similar benefits issued to or provided through the Group Policyholder.

### Request Period

To obtain Continued Insurance, We must receive Your completed Written request on a form approved by Us within the Request Period which begins on the date Your Group Billed Insurance ends, and ends 31 days later. If You do not request Continued Insurance within the Request Period, You cannot obtain Continued Insurance.

### Premiums for Continued Insurance

The premium that You must pay for Continued Insurance may include the amount, if any, that You contributed for Your Group Billed Insurance before it ended, plus any amount the employer paid. Premium rates for Continued Insurance will be the same as premium rates charged for Group Billed Insurance. Premiums rate increases or decreases that apply to Group Billed Insurance will apply to Continued Insurance as well. When You make a request to obtain Continued Insurance, You must pay the first premium during the Request Period. All premium payments must be made directly to Us. When We approve Your request for Continued Insurance, We will also provide a schedule of premiums and payment instructions.

**End of Continued Insurance**

Continued Insurance will end on the earliest of the following dates:

- the date You die;
- if You do not pay a premium that is required for Continued Insurance, the last day of the period for which a required premium payment was made;
- if the Group Policy ends, the date You become eligible for insurance under another policy providing similar coverage issued to or provided through the Group Policyholder;
- with respect to Dependent Insurance, the date Continued Insurance for You ends for any reason;
- with respect to Dependent Insurance, the date the Dependent no longer meets the definition of a Dependent; or
- with respect to Dependent Insurance, the date the Dependent is no longer eligible as described in the Eligibility for Dependent Insurance section of this Certificate.

If Your insurance ends, Your Dependent Insurance will also end in accordance with the Date Dependent Insurance Ends provision of the When Insurance Ends section of this Certificate.



## CLAIMS

### NOTICE OF CLAIM

You must give Us notice of a claim under this Certificate by Writing to Us or calling Us at the toll free number shown on the face page of this Certificate within 30 days of the date of the loss.

### CLAIM FORM

When We receive notice of a claim under this Certificate, We will provide You or the claimant (for a death claim) with a claim form. If We do not provide the claim form within 15 days from the date We received notice of claim, Our claim form requirements will be satisfied if We are provided with the required Proof in support of the claim.

### PROOF OF LOSS

Proof must be provided to Us not later than 90 days after the date of the loss. If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible, but in no event, other than in the absence of the legal capacity of the claimant, later than 12 months from the date of the loss.

### PAYMENT OF BENEFITS

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy. If We pay benefits more than 30 days after the date We receive the claim form and Proof, We will pay interest at the rate required by Illinois law accruing from the thirtieth day after Our receipt of such Proof to the date that We pay the claim, provided that if such interest amounts to less than one dollar it will not be paid.

All benefits to be paid under this Certificate will be paid to You.

If You are living when benefits are to be paid to You, but You are not legally competent to claim or receive the benefits, or if You are not alive when benefits are to be paid, We may pay up to \$1,000 to anyone related to You by blood or marriage who We believe is entitled to payment of the benefits. If We make such a payment in good faith, We will not be liable to anyone for the amount We pay. Any remaining benefits will be paid to Your legal representative if You are alive, or to Your estate if You are not alive.

### AUTHORIZATIONS

We may require that You provide authorization for Us to obtain medical information and any other information pertinent to Your claim.

### EXAMINATIONS

At Our expense, as often as is reasonably necessary, We may require a Covered Person to have an independent examination by a Physician of Our choice.

At Our expense, as often as is reasonably necessary, We may have Our representatives conduct telephone or in-person interviews with You regarding Your claim.

### AUTOPSY

At Our expense, We have the right to make a reasonable request for an autopsy and/or exhumation where permitted by law. Any such request will set forth the reasons We are requesting the autopsy or exhumation.

### TIME LIMIT ON LEGAL ACTIONS

A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends three years after the date such Proof is required to be filed.

## GENERAL PROVISIONS

### ENTIRE CONTRACT

Your insurance is provided under a contract of group insurance with the Group Policyholder. The entire contract with the Group Policyholder is made up of the following:

- the Group Policy and its Exhibits, which include the Certificate(s);
- Your enrollment form;
- the Group Policyholder's application; and
- any amendments and/or endorsements to the Group Policy.

### INCONTESTABILITY: STATEMENTS MADE BY YOU

Any statement made by You will be considered a representation and not a warranty. We will not use such a statement to void insurance, reduce benefits or defend a claim unless the following requirements are met:

- the statement is in an enrollment form that is in Writing;
- You have Signed the enrollment form; and
- a copy of the enrollment form has been given to You or Your beneficiary.

We will not use Your statements which relate to insurability to contest this insurance after it has been in force for 2 years, unless the statement is fraudulent. In addition, We will not use such statements to contest a benefit increase after the benefit increase has been in force for 2 years, unless such statement is fraudulent.

### MISSTATEMENTS

If Your or Your Dependent's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or Contributions.

### ASSIGNMENT

The benefits under the Group Policy are not assignable except as required by law.

### CONFORMITY WITH LAW

If the terms and provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

### STANDARD OF TIME

All insurance becomes effective and terminates at 12:01 A.M. Eastern Standard Time, or at 12:01 A.M. Eastern Daylight Time if Daylight Savings Time is then being observed.