## STANDARD INSURANCE COMPANY

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

#### **CERTIFICATE**

# GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (Voluntary)

Policyholder: The University of Colorado
Policy Number: 399101-E
Effective Date: July 1, 2006

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. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"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

GC190-LIFE/S399

## **Table of Contents**

COVERAGE FEATURES	1
GENERAL POLICY INFORMATION	1
BECOMING INSURED	1
PREMIUM CONTRIBUTIONS	1
SCHEDULE OF AD&D INSURANCE	2
REDUCTIONS IN INSURANCE	
OTHER PROVISIONS	2
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	
WHEN AD&D INSURANCE BECOMES EFFECTIVE	6
WHEN AD&D INSURANCE ENDS	7
REINSTATEMENT OF INSURANCE	
CLAIMS	7
ASSIGNMENT	9
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS	9
ALLOCATION OF AUTHORITY	
TIME LIMITS ON LEGAL ACTIONS	
INCONTESTABILITY PROVISIONS	
DEFINITIONS	12

## **Index of Defined Terms**

AD&D Insurance, 12 Annual Earnings, 12

Annual Enrollment Period, 12

Beneficiary, 9

Dependent, 13 Disabled, 12 Domestic Partner, 13

Eligibility Waiting Period, 13

Employer(s), 1

Family Status Change, 13

Group Policy, 13

Group Policy Effective Date, 1 Group Policy Number, 1

Leave Of Absence Period, 2

Member, 1

Policyholder, 1 Pregnancy, 13 Proof Of Loss, 7

Recipient, 10

Sickness, 13 Spouse, 13

#### **COVERAGE FEATURES**

This section contains many of the features of your voluntary accidental death and dismemberment insurance (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.

#### GENERAL POLICY INFORMATION

Group Policy Number: 399101-E

Policyholder: University of Colorado

Employer(s): University of Colorado

University Physicians, Inc.

Group Policy Effective Date: July 1, 2006

State of Issue: Colorado

#### 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 who is a faculty, exempt professional or a classified staff in a 50% or greater benefits eligible position; or
- 2. An employee of University Physicians, Inc. (UPI) in a 50% or greater benefits eligible position.

You are not a Member if you are:

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

Eligibility Waiting Period:

You are eligible on the later of:

- 1. The Group Policy Effective Date.
- 2. The first day of the month coinciding with or next following the date you become a Member.

#### PREMIUM CONTRIBUTIONS

Insurance is: Contributory

#### SCHEDULE OF AD&D INSURANCE

You may apply for AD&D Insurance in multiples of \$10,000, from \$10,000 to the lesser of \$250,000 or 10 times your Annual Earnings rounded to the next higher multiple of \$10,000, if not already a multiple of \$10,000.

If you elect AD&D Insurance, you may also elect to insure your Dependents. The amount of AD&D Insurance for your Dependents is as follows:

Spouse: You may apply for Dependents AD&D Insurance for your

Spouse in multiples of \$10,000, from \$10,000 to the lesser of \$250,000 or 10 times your Annual Earnings rounded to the next higher multiple of \$10,000, if not

already a multiple of \$10,000

Child: \$5,000

The amount of Dependents AD&D Insurance for your Dependent may not exceed 100% of the amount of your AD&D Insurance.

The amount payable for certain Losses will differ. See **Accidental Death and Dismemberment Insurance**, C. Amount Payable.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1)

\$10,000 or (2) the amount of AD&D Insurance payable for

loss of life.

#### REDUCTIONS IN INSURANCE

Your insurance is not subject to reductions due to age.

## OTHER PROVISIONS

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

Benefit for loss due to exposure:

Benefit for disappearance:

Yes

Benefit for loss of speech or hearing:

Yes

Benefit for loss of thumb

and index finger of same hand: Yes

Leave Of Absence Period: During an approved sabbatical; and

up to 1 year for any other leave of absence

#### 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, sight, speech, hearing or thumb and index finger of same hand which:

- 1. Is caused solely and directly by an accident or exposure to the natural elements;
- 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.

With respect to speech or hearing, Loss means entire and irrecoverable loss of speech or hearing, as certified by a Diplomate of the American Board of Otolaryngology.

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.

#### 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%
Disappearance	100%
Thumb and Index finger	
of same hand	25%

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.

If you or your Dependent disappear 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.

The benefit for loss of thumb and index finger will not be paid if benefits are payable for Loss of that entire hand.

## D. Changes In AD&D Insurance

You must apply in writing for an elective change in your AD&D Insurance. You may apply for changes during an Annual Enrollment Period, or during the first 31 days following a Family Status Change.

Subject to the **Active Work Provisions**, an increase in your AD&D Insurance becomes effective as follows:

1. Changes Requested During An Annual Enrollment Period

A change in your AD&D Insurance becomes effective on the July 1 following the Annual Enrollment Period in which you apply.

2. Changes Requested During The First 31 Days Following a Family Status Change

A change in your AD&D Insurance, which is received by your Employer on an approved form, becomes effective on the first day of the calendar month following the date of the Family Status Change.

#### 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.
- 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. Seat Belt Benefit

See the **Coverage Features** for the amount of the Seat Belt Benefit.

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.

## G. 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.

#### H. 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.

#### I. 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 Diplomate of the American Board of Otolaryngology.

#### J. 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.

#### 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	
Paraplegia	50%
Hemiplegia	

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.

VA.SB.02

#### WHEN AD&D INSURANCE BECOMES EFFECTIVE

#### A. Your AD&D Insurance

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

1. If you apply on or before the date you become eligible:

On the date you become eligible.

2. If you apply during an Annual Enrollment Period:

On the July 1 following the Annual Enrollment Period in which you apply.

3. If you apply during the first 31 days following a Family Status Change in writing on an approved form received by your Employer:

On the date you become eligible.

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

1. Eligibility

Subject to the Active Work Provisions you become eligible to insure your Dependents on the later of:

- a. The date you become eligible for AD&D Insurance.
- b. The date you first acquire a Dependent.
- 2. Effective Date

AD&D Insurance for your Dependents becomes effective as follows:

a. If you apply for AD&D Insurance for your Dependents on or before the date you become eligible to insure your Dependents:

On the date you become eligible to insure your Dependents.

- b. If you apply for AD&D Insurance for your Dependents during an Annual Enrollment Period: On the July 1 following the Annual Enrollment Period in which you apply.
- c. If you apply for AD&D Insurance for your Dependents during the first 31 days following a Family Status Change in writing on an approved form received by your Employer:

On the first day of the calendar month following the date of the Family Status Change.

While AD&D Insurance for your Dependent Child(ren) is in effect, each new Dependent Child becomes insured immediately.

VA.EF.01X

#### 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 last day of the month following the date in which your employment terminates.
- 4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your AD&D Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 2 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. During the first 60 days of:
    - (1) A temporary layoff; or
    - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
  - c. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - d. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features.**
- 5. For your Spouse, the date of your divorce, legal separation or dissolution of your Civil Union.
- 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.19X

#### REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, 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.01X

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

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

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

- 1. The reasons for our decision.
- 2. Reference to the parts of the Group Policy on which our decision is based.
- 3. A description of any additional information needed to support the claim.
- 4. Information concerning the claimant's right to a review of our decision.
- 5. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim is denied on review.

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

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

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

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

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

VA CL 01

#### **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. The brothers and sisters of the Dependent.
- 4. 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 must name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

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

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

#### C. Simultaneous Death Provision

If a Beneficiary 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 (See **Definitions**).
- 2. Your children.
- 3. Your parents.
- 4. Your brothers and sisters.
- 5. Your estate.

#### E. Methods of Payment

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

1. Lump Sum

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

2. Standard Secure Access Checking Account

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

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

#### 3. Installments

Payment to a Recipient may be made in installments if:

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

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

VA.BB.01X

#### 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.

VA.AL.02

## 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.

#### **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.

#### 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 nonpayment of premiums.

VA.IN.02

#### **DEFINITIONS**

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

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see **Coverage Features**). Annual Earnings includes:

- 1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
- 2. Shift differential pay.
- 3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

- 1. Bonuses.
- 2. Overtime pay.
- 3. Commissions.
- 4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
- 5. Any other extra compensation.

Annual Enrollment Period means the period designated each year by the Employer during which a Member may elect changes in benefit plans.

#### Child means:

- 1. Your child from live birth through 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 or foster child who are lawfully placed in your home for legal adoption or a child with whom you have established parental responsibility as evidenced by court documents.

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**.

Family Status Change means a family status change as defined in your Employer's Flexible Spending Account plan document.

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

- 1. A person to whom you are legally married;
- 2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law; or
- 3. Your Same Gender Domestic Partner. Same Gender Domestic Partner means an individual with whom you have met the Employer's eligibility criteria and submitted all required documents to the Employer.

However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country.

VA.DF.01XX