

# **Group Insurance Benefits**

*Employee Benefit Booklet*



**MEDICAL LIFE INSURANCE COMPANY**  
Cleveland, Ohio

**State Trooper Lodge 69**

**Group Number: G17564**

**CLASS III**

**FORT DEARBORN LIFE INSURANCE COMPANY**  
Chicago, Illinois

Administrative Office: 20445 Emerald Parkway, Suite, 400 • Cleveland, Ohio 44135  
800-544-9000 • Fax Number (216) 898-0678

**MERGER CERTIFICATE**

**Policyholder:** As shown on the application for group insurance

**Policy/Group Number:** As shown on the group insurance policy

Effective 12/31/04, at 11:59 p.m., the following change is hereby made to the above referenced policy/certificate:

All references to Medical Life Insurance Company are changed to Fort Dearborn Life Insurance Company.

The effect and intent of this MERGER CERTIFICATE is to certify that, pursuant to the terms of a Plan and Agreement of Merger (the "Merger Agreement") providing for a Merger of Medical Life Insurance Company, an Ohio stock insurance corporation, into and with Fort Dearborn Life Insurance Company, an Illinois stock insurance corporation, principally located at 300 East Randolph Chicago, Illinois 60601, and the Administrative Office located at 20445 Emerald Parkway, Suite, 400, Cleveland, Ohio 44135. Pursuant to the Merger Agreement, the existence of Medical Life Insurance Company will terminate as of 11:59 p.m. on 12/31/04 which is the effective date of the merger.

All terms and conditions of the Policy or certificates issued under the Policy, if group coverage, remain unchanged except that Fort Dearborn Life Insurance Company assumes all of the obligations due and rights owed to Medical Life Insurance Company under the Policy and any certificates issued under the Policy if group coverage.

All claims and suits or actions on the Policy shall be directed to Fort Dearborn Life Insurance Company at 20445 Emerald Parkway, Suite, 400, Cleveland, Ohio 44135. Premium payments should be directed in the same manner as current payment process.

All lawsuits may be served upon Fort Dearborn Life Insurance Company either at its principal office located at 300 E. Randolph St., Chicago, Illinois, 60601 or at its administrative office located at 1020 31<sup>st</sup> Street, Downers Grove, Illinois, 60515 with attention to: General Counsel.

This Merger Certificate forms part of your policy/certificate and should be attached thereto.

IN WITNESS WHEREOF, Fort Dearborn Life Insurance Company, an Illinois stock insurance company, has caused this Merger Certificate to be executed and attested to effective 12/31/04.



Secretary



President

**Medical Life Insurance Company**  
(herein called We, Us, Our)  
20445 Emerald Parkway, Suite 400  
Cleveland, Ohio 44135  
1-800-692-1400

**CERTIFICATE**

*We agree to pay benefits subject to the provisions, definitions, limitations, and conditions of the master policy. The master policy (herein called the Policy) is a contract issued by MEDICAL LIFE INSURANCE COMPANY to your EMPLOYER (herein called the Policyholder). The Policy may be changed at any time by a written agreement between Medical Life Insurance Company and your Employer.*

*This is your certificate of coverage as long as you are eligible for insurance. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law.*

**PLEASE READ CAREFULLY**

*If you have any questions, please contact the Benefits Administrator at your place of employment or write to us. We will assist you in any way we can to help you understand your benefits.*

*Maurice J. Mulville*

Secretary

*Larry Merson*

President

## Table of Contents

<b>Schedule of Benefits.....</b>	<b>1</b>
<b>Definitions.....</b>	<b>2</b>
<b>Eligibility and Effective Date Provisions .....</b>	<b>4</b>
Eligibility .....	4
Effective Date of Coverage .....	4
Effective Date of Coverage .....	4
Deferred Effective Date.....	4
Effective Date if We Require Evidence of Insurability .....	5
Effective Date of Changes in Amount of Benefit .....	5
Eligibility After Termination of Employment .....	5
<b>Group Term Life Insurance Benefit.....</b>	<b>5</b>
Benefit.....	5
Beneficiary .....	5
Change of Beneficiary.....	6
Conversion of Life Insurance .....	6
Waiver of Premium .....	7
<b>Accelerated Death - Terminal Illness Benefit.....</b>	<b>9</b>
Eligibility .....	9
Benefit .....	9
Benefit Payment.....	9
Exceptions .....	9
Notice and Proof of Claim .....	10
Effect on Insurance .....	10
<b>Termination Provisions .....</b>	<b>10</b>
Time Effective .....	10
Termination of Employee Coverage .....	10
<b>General Provisions .....</b>	<b>11</b>
Entire Contract .....	11
Statements .....	11
Incontestability .....	11
Misstatement of Age .....	11
Conformity with State Law .....	11
Assignment .....	11
Retention of Discretion.....	12
<b>*ERISA Information Statement .....</b>	<b>Attached</b>
<b>Merger Certificate.....</b>	<b>Attached</b>

## Schedule of Benefits

***Amendment Effective: 7/01/2016***

**Class III** All Retired Members in good standing with Lodge 69 over age 65

**Amount of Life Insurance** \$7,500

## ADDENDUM

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Under the section entitled **DEFINITIONS**, the following definitions are added:

**Member** means a member in good standing with Lodge 69 or Lodge 30.

**Retired Member** means a Class 1 member in good standing who is deemed retired.

The section entitled **ELIGIBILITY AND EFFECTIVE DATE PROVISIONS** is deleted in its entirety. The following is added:

### Member Effective Date of Coverage

A member in good standing will be eligible for coverage on the effective date of the policy if a member on that date. Otherwise a member in good standing will become eligible on the 1st day as a member in good standing.

The section entitled **Termination of Employee Coverage** is deleted in its entirety. The following is added:

Insurance coverage will cease on the earliest of:

1. The date the Insured is no longer a member in good standing; or
2. The date the insured becomes a full time member of the armed services of any country; or
3. The date the policy cancels.

The Waiver of Premium Provision does not apply to this class.

## Definitions

***This section tells You the meaning of special words and phrases used in this Certificate. To help You recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.***

**Actively at Work** or **Active Work** means that You are:

1. performing the normal duties of Your occupation; and
2. working the number of hours set forth in the Application.

**Application** means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the Policyholder applied. The Application is attached to and forms a part of the Policy, and shall include any subsequent amendments to the Application.

**Base Annual Salary** means the gross annual compensation prior to before-tax payroll deductions, if any,

1. which You earn from Your occupation with the Policyholder; and
2. which was used in the calculation and remittance of premium.

It does not include salary from overtime, bonuses or any other form of extra pay. However, if Your salary is based in whole or in part on commissions, Base Annual Salary will include the amount paid in commissions during the preceding twelve-month calendar period. Deferred contributions to a 401K plan or salary reduction contributions to a cafeteria plan which are maintained by the Policyholder will not be deducted when calculating gross annual compensation.

**Base Annual Salary** for each Insured who is a Partner means the Insured's annual compensation from the partnership during the calendar year prior to the date of the Insured's loss, as reported on the partnership federal income tax return as the "net salary (loss) from self-employment" for that year.

If an Insured was not a partner during the calendar year prior to the date of loss, Base Annual Salary means the Insured's annual compensation (excluding dividends, capital gains, and return of capital) from the partnership prior to the date of the Insured's loss, determined in accordance with the terms of the applicable partnership agreement. In the event of a disagreement between Us and the claimant, an adjustment will be made, if warranted, after the Insured's subsequent federal income tax return is submitted to Us.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Base Annual Salary** for each Insured who is a Sole Proprietor or Shareholder in a Subchapter S Corporation or a Member in a Limited Liability Company means the Insured's annual net taxable income (excluding dividends, capital gains, and return of capital) derived from the Policyholder for the calendar year prior to the date of the Insured's loss, as reported on his federal income tax return. The Insured's annual net taxable income equals A minus B, where:

A = The Insured's annual taxable income derived from the Policyholder for the prior calendar year (excluding dividends, capital gains, and return of capital), as reported on the Insured's federal income tax return; and

B = The Insured's annual deductible work expenses attributable to his work for the Policyholder during the prior calendar year, as reported on the Insured's federal income tax return.

If an Insured was not a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company during the calendar year prior to the date of the Insured's loss, Base Annual Salary means an Insured's annual net taxable income derived from the Policyholder for the period he was a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company prior to the date of the Insured's loss. The Insured's annual net taxable income will be based on the taxable income derived from the Policyholder for the period of the Insured's work as a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company for the

Policyholder, taking into account his deductible work expenses attributable to his work for the Policyholder during the same period.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Contributory** means You pay a portion of the premium for this insurance coverage.

**Employee** means a person who is employed by the Policyholder and is paid for such services by salary or wages (except in the case of a proprietor or partner). Such employment must be at the principal place of business of the employer or an established branch office.

**Injury** means bodily injury resulting directly from an Accident and independently of all other causes.

**Male Pronoun** whenever used includes the female.

**Medical Provider** means a medical practitioner licensed to treat illness and acting within the scope of that license. Medical Provider shall include the following practitioners:

- Medical Doctor, M.D.
- Osteopath, D.O.
- Doctor of Dentistry, D.D.S., D.M.D.
- Chiropractor
- Podiatrist, D.P.M.
- Optometrist
- Clinical Psychologist, Ph.D.

**Noncontributory** means Your Employer pays 100% of the premium for this insurance.

**Policy** means the contract between the Policyholder and Us including the Application, which provides group insurance benefits.

**Policyholder** means the person, firm, or institution to whom the Policy was issued, including any covered subsidiaries or affiliates.

**Proof** with respect to the Accelerated Death Benefit means evidence satisfactory to Us that You are Terminally Ill. We reserve the right to determine, at our sole discretion, if Proof is acceptable.

**Sickness** means illness, disease, pregnancy or complications of pregnancy.

**Terminally Ill** with respect to the Accelerated Death Benefit means You have a life expectancy of 12 months or less, due to a medical condition.

**Total Disability or Totally Disabled** with respect to the Waiver of Premium provision means that due to sickness or injury, You are unable to perform the main and important duties of any occupation for which You are reasonably suited by means of education, training, or experience.

**You or Your** means the insured Employee to whom this certificate has been issued.

## **Eligibility and Effective Date Provisions**

### **Eligibility**

All Employees who belong to an eligible class and work the minimum number of hours as set forth in the Application are eligible for group insurance. An Employee must be Actively at Work for his insurance coverage to become effective.

### **Effective Date of Coverage**

(Noncontributory Benefits)

If You are Actively at Work, You will become insured for Noncontributory benefits under the Policy on the day following completion of the Employee waiting period, if any, set forth in the Application.

If You waive all or a portion of Your Noncontributory coverage and choose to enroll at a later date, You are considered a late applicant and must furnish evidence of insurability satisfactory to Us before coverage can become effective. Coverage will become effective the date We determine that the evidence is satisfactory and We provide written notice of approval.

### **Effective Date of Coverage**

(Contributory Benefits)

You may apply for Contributory insurance coverage at any time. Your coverage will become effective as follows, provided you are Actively at Work on that date:

1. If You sign the enrollment form on or before the end of the waiting period, if any, as stated in the Application, coverage becomes effective on the day following completion of the waiting period.
2. If You sign the enrollment form after the end of the waiting period, but within 31 days after that day, coverage becomes effective the date You sign the enrollment form.
3. If You sign the enrollment form following this 31-day period, You are considered a late applicant and must furnish evidence of insurability satisfactory to Us before coverage can become effective. Coverage will become effective the date We determine that the evidence is satisfactory and We provide written notice of approval.

### **Deferred Effective Date**

You must be Actively at Work on the date Your initial coverage or any increases in coverage are scheduled to begin. If:

1. You are absent from Active Work on the date such coverage would otherwise become effective; and
2. an absence is caused by an Injury, illness or layoff,

the effective date of any initial coverage or increased coverage will be deferred until the first day You return to Active Work. You will be considered Actively at Work if You were actually at work on the day immediately preceding:

1. a weekend (except for one or both of these days if they are scheduled work days);
2. a holiday (except when such holiday is a scheduled work day);
3. a paid vacation;

4. any nonscheduled work day.
5. a full normal workday of his regular duties;
6. any non-scheduled non-working day;
7. excused leave of absence (except medical leave); and
8. emergency leave of absence (except emergency medical leave).

#### **Effective Date if We Require Evidence of Insurability**

If You are required to submit evidence of insurability satisfactory to Medical Life Insurance Company, insurance in the amount for which We require such evidence will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.

#### **Effective Date of Changes in Amount of Benefit**

Any change in the amount of Your benefits caused by a change in class, change in salary, age reduction or amendment to the Policy will become effective on the effective date of the change. If the change results in an increase in the amount of insurance, You must be Actively at Work on that date. If You are not Actively at Work, the increase will take effect on the day You are again Actively at Work.

#### **Eligibility After Termination of Employment**

If Your coverage ends due to termination of employment and You are rehired at a later date, You must meet all the requirements of a new Employee.

#### **Group Term Life Insurance Benefit**

#### **Benefit**

We will pay Your beneficiary the amount of life insurance in force as of the date of Your death provided:

1. You are insured under the Policy on the date of death, and
2. We receive proof of death within two (2) years after the date of death.

The amount of insurance payable is based upon the Application of the Policyholder, and it is shown on the Schedule of Benefits.

#### **Beneficiary**

Your beneficiary designation must be made on a form which We provide or on a form accepted by Us. If You name two or more beneficiaries, payment of proceeds will be apportioned equally unless You had specified otherwise. The Policyholder may not be named as beneficiary.

Unless You provided otherwise, if a beneficiary dies before You, We will divide that beneficiary's share equally between any remaining named beneficiaries.

If no named beneficiary survives You or if You did not designate a beneficiary, We will pay the amount of insurance:

1. to Your spouse, if living; if not,
2. in equal shares to Your then living natural or adopted children, if any; if none,
3. in equal shares to Your father and mother, if living; if not,
4. to Your estate.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will not make payment until a claim is made by the person or entity which, by court order, has been granted control of the estate of such beneficiary. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

If any benefits under this provision are to be paid to the estate of an Insured, We may pay an amount not greater than \$2,500 to any person We consider to be equitably entitled by reason of having incurred funeral or other expenses incident to Your death. Any and all payments made by Us shall fully discharge Us in the amount of such payment.

### **Change of Beneficiary**

You may change Your beneficiary at any time by completing a change request form, or a form accepted by Us, and sending it to the Policyholder. Your written request for change of beneficiary will not be effective until it is recorded by the Policyholder. After it has been so recorded, it will take effect on the later of the date You signed the change request form or the date You specifically requested. If You die before a change has been recorded, We will not alter any payment that We have already made. Any prior payment shall fully discharge Us from further liability in that amount.

### **Conversion of Life Insurance**

#### **Conversion if Eligibility Terminates:**

You may convert to an individual policy of life insurance if Your life insurance, or a portion of it, ceases because:

1. You are no longer employed by the Policyholder; or
2. You are no longer in a class which is eligible for life insurance.

In either of these situations, You may convert all or any portion of Your life insurance which was in force at the date of termination.

#### **Conversion if Policy is Terminated or Amended:**

You may also convert to an individual policy of life insurance if Your life insurance ceases because:

1. life insurance benefits under the Policy cease; or
2. the Policy is amended making You ineligible for life insurance; however, in either of these situations,

You must have been insured under the Policy for at least five years (three years in MT). The amount of insurance converted in either of these situations will be the lesser of:

1. the amount of life insurance in force, less any amount for which You become eligible under this or any other group policy within 31 days after the date Your life insurance ceased; or
2. \$10,000.

#### **Conditions for Conversion:**

We must receive written application and the first premium for the individual life insurance policy within 31 days after insurance under the Policy ceases. No evidence of insurability will be required.

The individual policy will be a policy of whole life insurance. It will not contain disability benefits, accidental death and dismemberment benefits or any other supplemental benefits.

The premium for the individual policy will be based on:

1. Our current rates based upon Your attained age on Your nearest birthday; and
2. on the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which You could apply for conversion.

If You die during a period when You would have been entitled to have an individual policy issued to You and before such an individual policy became effective whether or not application for the individual policy or payment of the first premium has been made, We will pay to Your beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

1. Your death occurred during the 31-day period within which You could have made application; and
2. We receive proof of death within two (2) years of the date of death.

If life insurance benefits are paid under the Policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

**Notice:** If the Policyholder fails to notify You at least 15 days prior to the date insurance under the Policy would cease, You shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the Policy. The additional election period shall expire 15 days immediately after the Policyholder gives You notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

#### **Waiver of Premium**

We will continue Your life insurance benefit under the Policy without the further payment of life insurance premium if You become Totally Disabled, provided:

1. You are insured under the Policy and are Actively at Work on or after the effective date of the Policy; and
2. You are under the age of 60; and
3. You provide Us with satisfactory written proof of Total Disability within 12 months after the date You became Totally Disabled; and
4. Your Total Disability has continued without interruption for at least 6 months; and
5. You are still Totally Disabled when You submit the proof of disability; and
6. all required premium has been paid.

The premium will be waived from the date We receive satisfactory written proof of Total Disability. Premium will continue to be waived provided You:

1. remain Totally Disabled; and
2. provide satisfactory written proof of continuing Total Disability upon request.

You are responsible for obtaining initial and continuing proof of Total Disability.

You will be covered for the amount of life insurance in force as of the date Total Disability commenced. The amount of life insurance continued in force will be subject to any reduction in benefits as a result of age or amendment to the Policy. This life insurance coverage will continue without the payment of premium until You are no longer Totally Disabled or reach age 65, whichever occurs first.

We may have You examined at reasonable intervals during the period of claimed Total Disability. Continuation of life insurance under the Waiver of Premium provision shall end immediately and without notice if You refuse to be examined as and when required.

We will pay the amount of life insurance in force to Your beneficiary if You die before furnishing satisfactory proof of Total Disability, provided:

1. You die within one year from the date You became Totally Disabled; and
2. We receive proof that You were continuously Totally Disabled until the date of death; and
3. We receive proof of death not more than two (2) years after Your death.

If continuation of life insurance under the Waiver of Premium provision ceases, and You are employed by the Policyholder, Your life insurance will continue provided premium payments begin on the next premium due date.

If continuation of life insurance under the Waiver of Premium provision ceases, and You are no longer employed by the Policyholder, You may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision.

## **Accelerated Death - Terminal Illness Benefit**

**The benefit paid under this provision may be taxable. If so, You or Your beneficiary may incur a tax obligation. As with all tax matters, You or Your beneficiary should consult a personal tax advisor to assess the impact of the benefit. Receipt of this benefit may adversely affect Your eligibility for Medicaid or other governmental benefits or entitlements.**

### **Eligibility**

This benefit only applies to You if Your life insurance benefit equals \$15,000 or more.

Coverage under the Accelerated Death - Terminal Illness Benefit is subject to the Deferred Effective Date provision. You must be Actively at Work on the date coverage under this benefit becomes effective. If you are not Actively at Work, the effective date of this coverage will be deferred until the first day you return to Active Work.

### **Benefit**

The benefit is 50% of Your group term life insurance amount in force on the date that We receive Proof that You are Terminally Ill. This sum is limited to a maximum of \$150,000 and a minimum of \$7,500, and is payable only once to any one Insured.

If Your group term life insurance will reduce, due to age, within 12 months after the date We receive Proof, the benefit will be 50% of the reduced group term life insurance benefit.

### **Benefit Payment**

We will pay the benefit during Your lifetime if You are Terminally Ill if You or Your legal representative elects the Benefit and provides satisfactory Proof. The benefit will be paid in one sum to You.

### **Exceptions**

The benefit will not be payable:

1. for any amount of group term life insurance which is less than \$15,000; or
2. if You become Terminally Ill as a result of:
  - a. attempted suicide, while sane or insane; or
  - b. self-inflicted injury; or
3. if Your group term life insurance benefit has been assigned, unless the assignee provides Us with written consent to allow the benefit to be payable; or
4. if Your group term life insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce or separation agreement, unless the irrevocable beneficiary provides Us with written consent to allow the benefit to be payable; or
5. to retirees.

## **Notice and Proof of Claim**

You must elect the benefit in writing on a form that is acceptable to Us. You must furnish Proof that You are Terminally Ill, including certification by a Medical Provider.

## **Effect on Insurance**

The benefit is in lieu of the group term life insurance benefit that would have been paid upon Your death.

When the benefit is paid:

1. the amount of group term life insurance otherwise payable upon Your death will be reduced by the benefit;
2. the amount of group term life insurance which could otherwise have been converted to an individual contract will be reduced by the benefit; and
3. the premium due for group term life insurance will be calculated on the amount of such insurance remaining in force after deducting the benefit.

## **Termination Provisions**

### **Time Effective**

The Policy becomes effective and terminates at 12:00 midnight at the place the Policy is delivered.

### **Termination of Employee Coverage**

Your Insurance coverage will end on the earliest of:

1. the date You are no longer a member of a covered class; or
2. the date the Policy is cancelled; or
3. the effective date of an amendment to the Policy which terminates insurance for the class to which You belong; or
4. the date You stop making any required contribution toward payment of premiums; or
5. the date You are no longer Actively at Work; however,

if You are no longer Actively at Work as a result of a disability, layoff, or leave of absence, You may continue to be eligible for group insurance coverage as follows:

**Disability**                    Until the end of the twelfth month following the month in which the disability began, provided all premiums are paid when due.

**Layoff**                    Until the end of the month following the month during which the layoff began, provided all premiums are paid when due.

**Leave of Absence**            Until the end of the month following the month in which the leave of absence began, provided all premiums are paid when due.

## **General Provisions**

### **Entire Contract**

The Policy, the attached Application, and the enrollment forms of the Insureds are considered to be the entire contract.

### **Statements**

We consider any statements made by You, in the absence of fraud, to be representations and not warranties. No such statement shall be used in defense to a claim under the Policy unless it is contained in a written application.

### **Incontestability**

We will not contest the validity of the Policy, except for nonpayment of premium, after it has been in force for two (2) years from its effective date. We will not contest the validity of Your insurance after Your insurance has been in force for two (2) years during Your lifetime.

### **Misstatement of Age**

If You have misstated Your age, the true age will be used to determine:

1. the effective date or termination date of insurance; and
2. the amount of insurance; and
3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

### **Conformity with State Law**

If any part of the Policy does not conform to a state statute in the state in which it is issued or delivered, it is amended to conform with the minimum requirements of the statutes of that state.

### **Assignment**

You may assign the life insurance benefits provided under the Policy. In addition, You may assign to anyone other than the Policyholder any incident of ownership You may possess. We are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

### **Retention of Discretion**

Medical Life Insurance Company shall have the exclusive right to interpret the terms of the Certificate, Schedule of Benefits, Riders and Endorsements. The decision about whether to pay any claim, in whole or in part, is within the sole discretion of Medical Life.

**\*ERISA Information Statement**

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**Federal Law Requires We Include This Notice In Your Booklet**

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The benefits described in Your certificate and this ERISA Information Statement (collectively the "Summary Plan Description" a/k/a the SPD) are insured by a Policy issued by Medical Life Insurance Company. This SPD describes the provisions of the Plan in effect as of the effective date of the Policy. It is not the intention of the SPD to cover all situations that may arise, but to provide You with a general understanding of Your benefits. In the case of any item not covered by the SPD, or in the event of any conflict between the SPD and the Policy, the Plan will always control. You should not rely on any oral explanation, description, or interpretation of the Plan because the written terms of the Plan will govern. Your right to any benefit depends on the actual facts and terms and conditions of the particular Plan; no rights accrue by reason of or arising out of any statement shown in or omitted from this SPD.

**A. ADMINISTRATION OF THE PLAN**

The Plan Administrator is responsible for the administration of the Plan. The Plan Administrator has full discretionary authority and control over the Plan. This authority provides the Plan Administrator with the power necessary to operate, manage and administer the Plan. This authority includes, but is not limited to, the power to interpret the Plan and determine who is eligible to participate, to determine the amount of benefits that may be paid to a participant or his or her beneficiary, and the status and rights of participants and beneficiaries. The Plan Administrator also has the authority to prescribe the rules and procedures under which the Plan shall operate, to request information, and to employ or appoint persons to aid the Plan Administrator in the administration of the Plan.

Failure by the Plan or the Plan Administrator to insist upon compliance with any provisions of the Plans at any time or under any set of circumstances shall not operate to waive or modify the provision or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same. No waiver of any term or condition of the Plan shall be valid unless contained in a written memorandum expressing the waiver and signed by the person authorized by the Plan Administrator to sign the waiver.

The Plan may be amended, terminated or suspended in whole or in part, at any time without the consent of the Employees or beneficiaries. Any amendment, termination or suspension shall be in writing, and attached to the Plan. Any amendment, termination or suspension shall be executed according to the Employer's authorized procedures. Any such authorization may be specific to the Plan or persons authorized to act on behalf of the Employer or may be general as to duties of such person. Except for termination or suspensions, any amendments affecting the Policy must also be approved in writing by an officer of Medical Life Insurance Company (the "Insurer") and shall be effective as of the date agreed to, in writing by the Plan Sponsor and the Insurer. Notwithstanding anything to the contrary in this document, the Policy shall terminate according to the provisions in the Policy.

The Plan has other fiduciaries, advisors and service providers. The Plan Administrator may allocate fiduciary responsibility among the Plan's fiduciaries and may delegate responsibilities to others. Any allocation or delegation must be done in writing and kept with the records of the Plan. The Plan's life benefits are provided pursuant to an insurance policy issued to the Company.

The Insurer's services shall be limited to, and the Plan Administrator has the full discretionary and final authority to:

- resolve all matters when a review pursuant to the claims procedures has been requested;
- interpret, establish and enforce rules and procedures for the administration of the Policy and any claim under it; and
- determine eligibility of Employees and Dependents for benefits and their entitlement to and the amount of benefits.

Each fiduciary is solely responsible for its own improper acts or omissions. Except to the extent required by ERISA, no fiduciary has the duty to question whether any other fiduciary is fulfilling all of the responsibilities imposed upon the other fiduciary by law. Nor is a fiduciary liable for a breach of fiduciary duty committed before it became, or after it stopped being, a fiduciary. However, a fiduciary may be liable for a breach of fiduciary responsibility of any Plan fiduciary, to the extent provided in ERISA Section 405(a).

The Employer makes no promise to continue these benefits in the future and rights to future benefits will never vest. Retirement does not give any retiree any vested right to continue to participate or receive Plan benefits.

## B. CLAIMS PROCEDURE

### \* Disability Insurance Plans

#### **\* (Applies to the Waiver of Premium based on disability in Life Certificates.)**

When You or Your beneficiary are eligible to receive benefits, You or Your beneficiary, or Your authorized representative (collectively, "You") must notify the Plan Administrator by submitting the proper form.

You may do this by sending notice of Your claim to the Plan Administrator who has been appointed to assist Medical Life in the claims processing for this Plan or by contacting Medical Life directly at:

Claims Department  
Medical Life Insurance Company  
20445 Emerald Parkway Suite 400  
Cleveland, OH 44135  
1-800-782-8533

Medical Life will give You a written response to Your claim, usually within 45 days. The time for decision may be extended for two additional 30 day periods provided that, prior to any extension period, Medical Life notifies You in writing that an extension is necessary due to matters beyond the control of the Plan, identifies those matters and gives the date by which it expects to render its decision. If Your claim is extended due to Your failure to submit information necessary to decide Your claim, the time for decision shall be tolled from the date on which We send You notice of the extension until the date We receive Your response to Our request. This period will be no longer than 45 days after We have requested the information. At that time We will decide Your claim based on the information We have at the time.

If the claim is denied, in whole or in part, You will receive a written notice giving the following:

- the reason for the denial;
- the Policy provisions on which the denial is based;
- an explanation of what other information, if any, may be needed to process the claim and why it is needed;
- the steps that You have to follow to have the claim reviewed;
- a statement that You have the right to bring a civil action under section 502(a) of ERISA after You appeal Our decision and after You receive a written denial on appeal; and
- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion; or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to You upon request; and
- if denial is based on medical judgement, either (i) an explanation of the scientific or clinical judgement for the determination, applying the terms of the Plan to Your medical circumstances, or (ii) a statement that such explanation will be provided to You free of charge upon request.

If the claim has been denied, in whole or in part, You can appeal the denial to Us for a full and fair review. You have at least 180 days to appeal from the claim denial.

You may:

- a) request a review upon written application within 180 days of the claim denial;
- b) request, free of charge, copies of all documents, records and other information relevant to Your claim; and
- c) submit written comments, documents, records and other information relating to Your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Medical Life will make a decision no more than 45 days after We receive Your appeal. The time for decision may be extended for one additional 45 day period provided that, prior to the extension, Medical Life notifies You in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision.

If Your claim is extended due to Your failure to submit information necessary to decide Your claim on appeal, the time for Your decision shall be tolled from the date on which the notification of the extension is sent to You until the date We receive Your response to the request. The written decision will include specific references to the Plan provisions on which the decision is based and any other notice(s), statement(s) or information required by applicable law.

### **Life Insurance Plans**

A decision will be made by Medical Life no more than 90 days after receipt of due proof of Loss, except in special circumstances (such as the need to obtain further information), but in no case more than 180 days after the due proof of Loss is received. The written decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

If the claim is denied, in whole or in part, You will receive a written notice giving the following:

- the reason for the denial;
- the Policy provisions on which the denial is based;
- an explanation of what other information, if any, may be needed to process the claim and why it is needed; and
- the steps that You have to follow to have the claim reviewed.

Any denied claim may be appealed to Medical Life for a full and fair review. You may:

- a) request a review upon written application within 60 days of receipt of claim denial;
- b) review pertinent documents; and
- c) submit issues and comments in writing.

A decision will be made by Medical Life no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to obtain additional evidence), but in no case more than 120 days after the request for review is received. The written decision will include specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

### **C. ERISA NOTICE OF YOUR RIGHTS**

As a participant in the Plan You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other locations, such as work sites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies. Receive a summary of the Plan's annual financial report. The Plan Administrator is required to furnish each participant with a copy of this summary annual report.

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee benefit Plan. The people who operate Your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of You and other Plan participants and beneficiaries.

No one, including Your Employers, Your union, or any other persons, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA. If Your claim for a welfare benefit is denied in whole or in part You must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider Your claim. Under ERISA, there are steps You can take to enforce Your rights. For instance, if You request materials from the Plan and do not receive them within 30 days, You may file a suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay You up to \$100 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

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

If You have any questions about this statement or about Your rights under ERISA, You should contact the nearest office of the Pension and Welfare Benefits Administration, United States Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefit Administration, United States Department of Labor, 200 Constitution Avenue, NW Washington DC 20210.

#### **D. PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute a contract between the Company and any participant or to be consideration or an inducement for the employment of any participant or Employee. Nothing contained in this Plan shall be deemed to give any participant or Employee the right to be retained in the service of the Company or to interfere with the right of the Company to discharge any participant or Employee at any time regardless of the effect which such discharge shall have upon him or her as a participant of this Plan.