

The following section applies only to those persons  
who are eligible for and have enrolled in the  
Group Term Life



## **Group Term Life Insurance Certificate Employee-Paid**

NEVADA PUBLIC EMPLOYEES VOLUNTARY LIFE PLAN  
V-256032

If you have any questions regarding your group insurance plan, please send your correspondence to:

AIG Benefit Solutions  
PO Box 15250  
Amarillo, TX 79105-5250

[www.aig.com/us/benefits](http://www.aig.com/us/benefits)

Policies issued by American General Life Insurance Company (all states except NY) and The United States Life Insurance Company in the City of New York (all states). Each insurance company is responsible for the financial obligations of insurance products it issues and is a member of American International Group, Inc. (AIG)



**American General Life Insurance Company**  
2727-A Allen Parkway  
Houston, TX 77019  
A capital stock Company

*(Herein called the Company)*

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## **CERTIFICATE OF INSURANCE**

Coverage under this Certificate is underwritten by American General Life Insurance Company, which is solely responsible for any benefits under this Certificate.

American General Life Insurance Company (the *Company*) certifies that certain eligible persons are insured for the benefits described in this certificate. This insurance is subject to the eligibility and effective date requirements described in the **ELIGIBILITY** section of this certificate.

## **DATE YOUR INSURANCE TAKES EFFECT**

Your insurance will take effect on the date shown on the schedule. You must be Actively at Work in an eligible class on this date. If you are not, your insurance will take effect on the day you resume such work.

The date insurance is to take effect might not be a scheduled workday. If so, you will be considered Actively at Work on such date if you were Actively at Work on your last scheduled workday. You are considered Actively at Work:

- during your normal vacation time provided by your Employer;
- during jury duty;
- on any holiday, or day of the weekend; and
- on any day of an excused leave approved by your Employer.

## **IMPORTANT NOTICE**

This certificate is a summary of the Group Policy provisions that affect **your** insurance. It is merely evidence of the insurance provided by such Policy for NEVADA PUBLIC EMPLOYEES VOLUNTARY LIFE PLAN (the policyholder).

The group policy is a contract between the *Company* and the policyholder. It may be changed or ended without notice to or consent of any Insured Person. This certificate replaces any certificate previously issued by the *Company* to you under the group policy.

The benefits described in this certificate are provided by group policy number V-256032. The policy is issued in the state of Nevada. The policyholder's mailing address is: 443 Plumb Lane, Reno, NV 89509.

The *Company* provides an electronic version of the certificate for delivery to each Employee. The policyholder maintains the group policy, which includes a copy of the certificate. The group policy is available for you to review and copy. If there is any conflict between the information in this electronic version of the certificate and the group policy, the group policy will control in all respects. The benefits and rights under the policy will not be less than those stated in this Certificate. **The death benefit will be reduced if an accelerated death benefit is paid.**

**PLEASE READ THIS CERTIFICATE CAREFULLY. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS. YOU SHOULD CONSULT A TAX ADVISOR PRIOR TO REQUESTING ANY ACCELERATED DEATH BENEFIT UNDER THIS CERTIFICATE.**

**GROUP TERM LIFE INSURANCE POLICY WITH ACCELERATED DEATH BENEFITS**

**INSURANCE DEPARTMENT CONTACT INFORMATION:**

Nevada Dept. of Business & Industry Division of Insurance  
(775) 687-0700

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## SCHEDULE OF BENEFITS

### Eligible Class(es):

Class 1 - All active full-time employees

### Policy Effective Date:

March 1, 2016

### Policy Anniversary Date:

March 1, 2017 and each subsequent March 1

### Life Insurance Eligibility Waiting Period:

Present Eligible Persons

None

Future Eligible Persons

None

### Life Insurance

Life Insurance Benefit Amount

At the option of the employee; \$10,000 to \$750,000 in \$10,000 increments

Maximum Amount

The lesser of: \$750,000 or 10 times the employee's Earnings

Guaranteed Issue Amount

The greater of: \$150,000, or an amount equal to 4 times the employee's Earnings, to a maximum of \$300,000

### Dependent Life Insurance

Spouse Life/Domestic Partner Insurance Benefit Amount

At the option of the employee; \$10,000 to \$380,000, in \$10,000 increments

Insured Dependent Child(ren) Maximum Amount

14 days to 6 months

\$500

6 months to 19 years

At the option of the employee; \$10,000 or \$20,000

Full-Time Student  
26 years

At the option of the employee; \$10,000 or \$20,000

Spouse/Domestic Partner Life Insurance Maximum Amount

The lesser of: \$380,000 or an amount not to exceed 10 times the employee's Earnings

Child(ren) Life Insurance Maximum Amount

\$20,000

## SCHEDULE OF BENEFITS

Spouse/Domestic Partner Guaranteed Issue Amount

Lesser of \$50,000 or an amount not to exceed 50% of the employee's life amount

For employees who elect to increase their amount of insurance during an approved subsequent enrollment: Lesser of \$100,000 or an amount not to exceed 50% of the employee's benefit amount

Child(ren) Guaranteed Issue Amount

\$20,000

### **Insured Life Insurance Reduction Schedule**

65% at age 65

50% at age 70

### **Insured Spouse/Domestic Partner Life Insurance Reduction Schedule**

65% at age 65

50% at age 70

### **Life Insurance Exceptions to the Termination of Insurance**

Leave of Absence

60 days

Temporary Layoff

60 days

Family and Medical Leave

In accordance with state and federal law

## DEFINITIONS

**Active Work/Actively at Work** means performing normal duties for the policyholder at the usual place of employment, an alternative work site at the direction of the policyholder or at a location to which the policyholder requires the Insured to travel. An Insured will be considered Actively at Work on each regularly scheduled non-work day if he or she was Actively at Work on the immediately preceding scheduled work day, provided the Insured is not Totally Disabled.

**Activities of Daily Living (ADL)** mean the following activities:

- Bathing - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- Dressing - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial Limbs;
- Toileting - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- Transferring - the ability to move in and out of bed, chair, or wheelchair with or without the assistance of equipment;
- Mobility - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;
- Eating - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment; and
- Continence - the ability to voluntarily maintain control of bowel and/or bladder function or, in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.

**Beneficiary** means the person(s) to whom the *Company* will pay the life insurance benefits in accordance with the provisions of the certificate.

**Cognitive Impairment** means a deterioration or loss in intellectual capacity, resulting from Injury, Sickness, Alzheimer's disease or similar forms of irreversible dementia, requiring another person's active help or verbal guidance for the Insured Person's own protection and the protection of others. The condition must be certified by a Physician.

**Dependent Child(ren)** means the Insured's and Domestic Partner's / Civil Union Partner's unmarried children, including natural, step, foster or adopted children from the moment of placement in the home of the Insured, at least 14 days of age and under age 19 (25 if attending an accredited Institution of Higher Learning on a full-time basis) and primarily dependent on the Insured for support and maintenance.

Any unmarried Dependent Children of the Insured covered under the group policy before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under the group policy beyond that age limit for as long as the group policy is in force, but only if they remain continuously covered under the group policy. The *Company* may request that the Insured submit satisfactory proof of the Dependent Child(ren)'s incapacity and dependency to the *Company* within 31 days after the Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof before the Dependent Child(ren) reach the age limit, coverage for the Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the *Company* may request that the Insured submit satisfactory proof of the Dependent Child(ren)'s continued incapacity and dependency to the *Company* on an annual basis. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Dependent Child(ren) will terminate at the end of that 31 day period.

When any continuation of benefits described in this section ends, the Dependent Child(ren) may convert his/her/their coverage to an individual insurance policy, pursuant to the Conversion section of this Certificate.



## DEFINITIONS

**Domestic Partner / Civil Union Partner** means a same or an opposite sex partner who is recognized as the Insured's Domestic Partner or Civil Union Partner in accordance with state or local law in the state in which they reside.

The *Company* may require proof of the relationship in the form of a signed and completed affidavit.

**Earnings** means your compensation from your employer.

Earnings include:

your average rate of compensation from your employer including:

- average salary (but not for more than 40 hours a week)
- regular hourly wages (but not for more than 40 hours a week)
- commissions averaged over the preceding 12 months or the period of your employment if less than 12 months:
- shift differential pay
- overtime pay
- contributions you make through a salary reduction agreement with the employer to:
  - an Internal Revenue Code (IRC) 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement;
  - an executive nonqualified deferral compensation arrangement
- amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC section 125 plan.

If you are paid an annual contract salary, your Earnings will be based on your annual contract salary divided by 12, regardless of the number of months you receive a check.

If you are an hourly Employee, your Earnings will be based on the average number of hours worked per month during the 12 months immediately preceding your death.

The *Company* will determine your Earnings based on the terms above for your compensation in effect on your last full day of Active Work.

If you die while you are on a covered layoff or leave of absence, the *Company* will determine your Earnings based on the terms above for your compensation in effect on your last full day of Active Work.

Earnings do not include:

- bonuses
- extra compensation
- tips or tokens
- employer's contributions on your behalf to any deferred compensation plan or pension plan
- income you earn on IRS form 1099
- stock options
- dividends
- capital gains and returns of capital

**Employee** means a person defined as such by the policyholder.

**Evidence of Insurability** means a statement or proof of a person's medical history upon which acceptance for insurance will be determined by the *Company*.

## DEFINITIONS

**Full-Time** means Active Work for 15 hours per week.

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

**Immediate Family Member** means a person who is related to the Insured in any of the following ways: spouse, domestic partner / civil union partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, brother or sister (includes stepbrother or stepsister), child (includes legally adopted, stepchild, foster child, or Domestic Partner's / Civil Union Partner's child), aunt, uncle, niece, nephew, or grandchild.

**Injury** means bodily injury that is the direct result of an Accident occurring while the group policy is in force with respect to the person whose Injury is the basis of claim and resulting directly and independently of all other causes in a covered loss.

**Inpatient** means a person: (1) who is confined in a Hospital as a registered bed patient; and (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any Military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

**Insured** means a person who is a member of an eligible class for whom premium has been paid while covered under the group policy.

**Insured Dependent** means an Insured Dependent Child or an Insured Spouse, for whom premium is paid while covered under the group policy

**Insured Person** means the Insured or an Insured Dependent.

## DEFINITIONS

**Insured Spouse** means the Insured's legal Spouse or Domestic Partner / Civil Union Partner, (not including a spouse who is legally separated from the Insured), for whom premium is paid while covered under the group policy

**Military** means the armed land, sea or air force of a nation.

**Paramilitary** means an organized, armed force on a Military pattern.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license, who is not: (a) the Insured Person; (b) an Immediate Family Member; (c) residing with the Insured Person; or (d) retained by the policyholder.

**Policy Anniversary Date** means the same month and day as the policy effective date in all subsequent years.

**Prior Plan** means the group life insurance carried by the policyholder on the day before the policy effective date.

**Proof of Loss** means written evidence satisfactory to the *Company* that a person has satisfied the conditions and requirements for any benefit described in the certificate. The *Proof of Loss* shall establish (a) The nature and extent of the loss or condition; (b) The *Company's* obligation to pay the claim; and (c) The claimant's right to receive payment.

**Schedule** means the Schedule of Benefits section of the group certificate.

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

**War or Insurrection** means an armed conflict between the Military or Paramilitary forces of two (2) or more political entities.

## **ELIGIBILITY**

### **Eligible Classes**

All Full-Time Employees of the policyholder, as shown in the Schedule, but not those who are:

- temporary, part-time or seasonal
- United States citizens living and working abroad for more than 24 months; except for retirees
- Non-United States permanent residents living and working in a country other than the U.S. or country of their citizenship for more than 24 months; or
- Non-United States permanent residents living and working in a country identified as a war zone or sanctioned by the U.S.

### **Eligibility Waiting Period**

Before becoming eligible for coverage under the group policy, a waiting period must be satisfied by each member of an eligible class as shown in the Schedule.

### **Insured's Effective Date**

Coverage for eligible persons insured under the Prior Plan will be effective on the group policy's effective date.

For persons who were insured under the Prior Plan, and all new or newly eligible persons, coverage under the group policy will become effective on the latest of the following dates:

If the policyholder pays the entire premium for the policy's benefits

1. the policy effective date; or
2. the date the person becomes eligible for insurance.

If the Employee pays some or all of the premium for the policy's benefits

1. the date the person applies for insurance, if such date is within 60 days of his or her eligibility date;
2. if application is made more than 60 days after his or her eligibility date; the *Company* approves the application for insurance and any required Evidence of Insurability; see Late Entrant provision
3. the date for which the first premium for the person's coverage is paid; or
4. the policy effective date.

### **Enrollment Period**

The enrollment period is a specified period of time during which eligible persons may apply for insurance or request changes in their amount of insurance.

After the policyholder's initial enrollment period, Insured employees who elect to make changes to their coverage during an approved subsequent enrollment, may increase their coverage by \$60,000 without evidence of insurability, up to the Guaranteed Issue limit.

Insured employees who elect to make changes to their dependent spouse's benefit amount, during an approved subsequent enrollment, may increase their coverage by \$10,000 without evidence of insurability, up to the Guaranteed Issue limit. Evidence of Insurability is required for all amounts in excess of the Guaranteed Issue limit up to the plan maximum.

## **ELIGIBILITY**

### **Late Entrants**

If an eligible person does not enroll within 60 days after becoming eligible, he or she may still apply for coverage. Evidence of Insurability is required. The date the person is insured will be the date the *Company* approves the application for insurance and any required Evidence of Insurability.

### **Evidence of Insurability Requirement**

In addition to the requirements listed above. Evidence of Insurability is also required if the person:

- voluntarily canceled his or her insurance and is reapplying;
- applies after his or her coverage ended because he or she did not pay a required contribution, or
- has not met a previous Evidence of Insurability requirement to become insured under any plan the Policyholder has with the *Company*.

If the Evidence of Insurability provided is not satisfactory to the *Company*:

1. The amount of life insurance will equal the amount for which the person was eligible without providing Evidence of Insurability, provided the person enrolled within 60 days of the date he or she was first eligible to enroll; and
2. The eligible person will not be covered under the group policy if he or she enrolled more than 60 days after the date the person was first eligible to enroll.

### **Actively at Work Requirement**

If the eligible person is not Actively at Work on the date his or her insurance would otherwise become effective, insurance will not be effective until the date such person returns to and remains Actively at Work.

### **Dependent Eligibility**

An Insured's Dependents are eligible for Dependent life insurance benefits and accidental death and dismemberment Insurance under the group policy on the day the Insured becomes eligible for dependent coverage. However, a Dependent can only be either an Insured or a Dependent under the same group policy, not both.

### **Insured Dependent's Effective Date**

An Insured Dependent's coverage under the group policy will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. the Insured's Coverage Effective Date, as shown on the Schedule of Benefits;
3. the date for which the first premium for the person's coverage is paid; or
4. the date the Insured elects dependent coverage under the group policy; or
5. the date the *Company* approves the application for insurance and any required Evidence of Insurability, if application is made more than 60 days after the dependent's eligibility date.

Any life insurance which is in excess of the Guaranteed Issue Amount shall become effective on the date the *Company* approves evidence that the person is insurable, subject to any applicable waiting period.

If the person is unable to engage in the normal activities of a person in good health of like age and sex on the date the insurance would otherwise become effective, coverage will not be effective until the date such person is able to engage in the normal activities of a person in good health of like age and sex.

## **ELIGIBILITY**

### **Effective Date of Changes**

Changes in insurance will take effect on the policy anniversary date, March 1<sup>st</sup>. An insured may make changes anytime during the year by providing written notice to the Company to make a change.

If the Insured is not Actively at Work on the date that an increase in his or her coverage is to take effect, such increase will be effective on the date the Insured returns to Active Work. If an Insured Dependent is unable to engage in the activities of a person in good health of like age and sex on the date an increase in his or her Dependent life insurance benefit amount would otherwise become effective, such increase will not be effective until the date such Insured Dependent is able to engage in normal activities of a person in good health of like age and sex.

### **No Loss / No Gain**

If a person is absent from work due to a physical or mental condition on the date his or her insurance would otherwise have become effective, the effective date of the person's insurance will be deferred until the date he or she returns to Active Work.

If the person was insured under the Prior Plan on the day before the policy effective date and would be eligible for coverage on the policy effective date; except that he or she is not able to meet the requirements of Actively at Work; then the coverage amount shown in the Schedule will not apply to such person.

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

1. the date his or her insurance terminates for a reason stated under the Date Insurance Ends provision;
2. the last day of a period of 12 consecutive months which begins on the policy effective date; or
3. the last day you would have been covered under the Prior Plan, had the Prior Plan not terminated.

## **DATE INSURANCE ENDS**

### **Insured's Termination Date**

An Insured's coverage under this certificate will end on the earliest of the following dates:

1. the premium due date, if premiums are not paid when due (subject to the grace period);
2. the date the Insured ceases to be a member of an eligible class;
3. the date the group policy terminates; or
4. the date the Insured notifies the *Company* in writing to discontinue his or her coverage.

Upon termination, the Insured may convert their coverage as described in the Conversion Privilege provision. The Insured may also be eligible to continue coverage under the Continuation of Coverage While on Leave during Military Service provision or the Continuation of Coverage While on Leave under the Family and Medical Leave Act provision.

### **Insured Dependent's Termination Date**

An Insured Dependent's coverage under this certificate ends on the earliest of the following dates:

1. the date the Insured's coverage under the group policy ends;
2. the date the person ceases to qualify as an Insured Dependent;
3. the premium due date, if premiums are not paid when due (subject to the grace period);
4. the date the Insured is no longer eligible for dependent coverage;
5. the date dependent coverage is no longer provided by the group policy;
6. the date the Insured notifies the *Company* in writing to discontinue his or her dependent coverage;
7. the date the group policy terminates; or

Upon termination, the Insured Dependent may convert their coverage as described in the Conversion Privilege provision.

### **Reinstatement of Insurance**

If insurance ends because the Insured ceases to be eligible for coverage as defined in this certificate, coverage may be reinstated and no additional waiting period will apply if, within six months after the date the insurance ends, the Insured becomes a member of an eligible class.

### **Exceptions to Termination of Insurance**

If the Insured terminates Active Work and if premium payments for his or her coverage are made when due, he or she may be considered to be Actively at Work, subject to the conditions set forth below.

If the Insured terminates Active Work due to temporary layoff or leave of absence (other than a Military leave of absence or family and medical leave of absence described below), coverage may be continued until the earliest of the following dates:

- A. the date the policyholder ceases to pay the Insured's premiums, or otherwise terminates the insurance;  
or
- B. 60 days from the date the Insured ceases to be Actively at Work; or
- C. the date the group policy terminates.

## **DATE INSURANCE ENDS**

### **Suspension of Coverage During Military Service**

The *Company* will suspend the Insured's insurance on the date he or she goes on active duty in the Military service of any country or international authority. Such duty will not include temporary active duty by reservists for Military training that lasts 90 days or less. The *Company* will refund that part of any premium paid for the period of such suspension.

A person can place his or her insurance back in force without Evidence of Insurability or earned income as of the date of his or her discharge from Military active duty. To do so, he or she must apply in writing and pay the premium, both within 60 days after active duty ends.

The *Company* will base the person's premium on his or her age and class of risk when such person's insurance was suspended. If the person was disabled on or before the date of discharge, he or she must have recovered for at least 6 months before the *Company* will cover a later disability from the same cause.

### **Continuation of Coverage While on Leave under the Family and Medical Leave Act**

If an Insured is eligible for and the policyholder approves a leave of absence under the Federal Family and Medical Leave Act of 1993 (FMLA) or any similar state law, his or her insurance may continue for the periods described in the act or law. The insured may also qualify for continued coverage under this section if his or her spouse, child, or parent is on active duty status in the Military or called to active duty status in the Military. Contact your employer for specifics on these continuations. Premium payment is required by the policyholder for any periods of continuation in accordance with the provisions of the group policy.

If the Insured does not continue his or her insurance during the FMLA leave, upon his or her return to Active employment:

- no new waiting period will be applied
- no new Pre-existing Conditions exclusions or limitations will be applied, and
- no Evidence of Insurability will be required to reinstate the insurance in effect before the leave began.

If the Insured does not resume Active Work, employment will be considered to end and life insurance will end in accordance with the Date Insurance Ends provision. All those insured under this certificate, including Dependents are entitled to convert pursuant to the conversion provisions herein.



## **DATE INSURANCE ENDS**

### **CONTINUATION OF COVERAGE WITH PREMIUM PAYMENT**

#### **Benefit**

If the Insured's life Insurance ceases due to termination of his employment or retirement, the Insured may elect to continue coverage on his own life insurance up to the amount of life Insurance that ceased.

If the Insured elects to continue coverage of his life Insurance, he may also elect to continue any amount of Dependent Life insurance that ceased due to his termination of employment.

#### **Amount of Insurance**

The amount of life insurance the Insured may continue is the amount that ceased due to termination of employment or retirement, subject to a maximum of \$750,000.

All amounts of insurance continued are subject to any age reductions shown in Schedule of Benefits. However, if an Insured elects to reduce his or his Dependent Spouse's amount of Life Insurance prior to the commencement of the age reductions, the age reductions will apply to the original amount of insurance the Insured elected to continue on himself or his Dependent Spouse and will not affect the current in force amounts until the current in force amount of insurance exceeds the original amount that would have been reduced. Continuation of Insurance includes the Accelerated Death Benefit.

1. Notification must be made to the plan administrator, Western Insurance Specialties, Inc. within 60 days following the date the Life Insurance ceases.
2. If the notification is received within 60 days, the continued coverage will be effective on the day after the date the Employee retires or employment terminates.
3. If the insured elects to convert his terminated coverage to an individual policy under the Conversion Privilege, he is not eligible to apply for Continuation of Coverage.

#### **Termination of Continued Coverage**

Coverage continued will terminate on the occurrence of the earliest of the following:

- the date for which the last premium has been paid for the Insured;
- the date the Insured elects to terminate coverage; or
- the date the Policy terminates; or
- the date the insured attains age 99.

## **BENEFITS**

### **LIFE INSURANCE**

#### **Death Benefit**

Upon receipt of due proof of death, the *Company* will pay the life insurance benefit amount(s) in force on the Insured's life at the time of his or her death, in accordance with the terms of the group policy. In no event will the total amount of life insurance in force for an Insured exceed the life insurance maximum shown in the Schedule.

#### **Exclusions and Limitations**

No life insurance benefit will be payable under the group policy for an Insured's death caused by suicide or self-destruction, or any attempt at suicide or self-destruction within 24 months after his or her effective date of coverage under the group policy. This suicide exclusion does not apply if the Insured has life insurance coverage that has remained in effect for a continuous period of two or more years during the Insured's lifetime under the policyholder's benefit plan, including this policy or any predecessor policy. In the event of exclusion due to suicide, the *Company's* liability will be limited to a return to the Beneficiary of all premiums paid by the Insured and a return to the policyholder of all premiums paid by the policyholder. If the Insured commits suicide within 24 months from the date of an increase in life insurance (other than a scheduled or automatic increase) took effect, the *Company* will pay to the Beneficiary the amount of insurance that was in effect before the increase. Any premium paid by the Insured for the increase will be returned to the Beneficiary, and any premium paid by the policyholder will be returned to the policyholder.

#### **Reduction Schedule**

The life insurance benefit amount(s) payable with respect to an Insured will be reduced as described in the Schedule when the Insured attains the ages shown in the Schedule.

These reductions will also apply to: (a) any insurance that is extended in accordance with the Extension of Life Insurance provision in the group policy; and (b) Dependent life insurance. Any decrease in the amount of insurance due to age will take place on the policy anniversary date, March 1st.

Premium for an Insured Person after such reduction is based on the new amount after reductions have been taken.

"Age" as used above refers to the age of the Insured.

#### **Extension of Life Insurance**

#### **Conversion Privilege**

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

1. applies in writing to the *Company* at 3600 Route 66 East, Neptune, New Jersey 07753; and
2. pays the first premium.

#### **Evidence of Insurability**

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

## **BENEFITS**

### **Entitled to Convert**

The Insured is Entitled to Convert his or her life insurance only if:

1. the Insured ceases to be a member of an Eligible Class as described in the Eligible Class(es) section of the Schedule;
2. the group policy terminates, provided the Insured has been covered under the group policy and, if applicable, the employer's Prior Plan(s) for at least five consecutive year(s) immediately preceding such termination;
3. the group policy is amended to terminate the eligible class to which the Insured belongs, provided he or she has been covered under the group policy and, if applicable, the employer's Prior Plan(s) for at least five consecutive year(s) immediately preceding such termination;
4. The Insured's life insurance is reduced, on or after an age specified in this certificate, due to a change from one eligible class to another, or due to a policy change; or
5. A conversion right is expressly provided by another section of this certificate.

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

### **Amount of Converted Life Insurance**

If the Insured's coverage terminates or reduces because he or she is no longer a member of an eligible class, the amount of life insurance that he or she will be eligible to convert will not be more than the amount of life insurance that is lost under the group policy.

If the Insured's life insurance ends because the group policy is amended to terminate the eligible class to which he or she belongs, or if the policy terminates, the amount of life insurance under the converted life policy will be the amount of life insurance in force under the group policy at the time insurance ends, less any amount for which the Insured becomes eligible under this or any other group life policy during the 31 day conversion period.

### **Type of Policy**

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

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

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

### **Death During the Conversion Period**

During the conversion period, the Insured's life insurance continues under the terms of this certificate. The conversion policy will take effect on the day after the conversion period ends. If the Insured dies within the 31 day conversion period, the *Company* will pay a death benefit under the group policy equal to the maximum amount the Insured could have otherwise converted, whether or not application for the individual policy or the payment of the first premium has been made.

## **BENEFITS**

### **Notice of Conversion Right**

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

### **Accelerated Death Benefit**

If elected by the Insured, and subject to approval by the *Company*, a portion of the Insured's or an Insured life insurance benefit may be paid before his or her death. To qualify for this benefit, the Insured or Insured Spouse must have been diagnosed as being terminally ill while insured under the group policy or must meet the qualifying conditions stated below. The request to receive accelerated death benefits must be in writing on a form acceptable to the *Company*.

### **Qualifying Conditions**

To qualify for this benefit, the Insured, or Insured Spouse must: 1) be unable to continuously perform two Activities of Daily Living (ADL), without substantial assistance; 2) have a Cognitive Impairment; or 3) have a Terminal illness.

Any Activity Of Daily Living the Insured or Insured Spouse, is not able to perform, without substantial assistance, prior to the effective date of coverage will not be considered for qualifying for this benefit.

### **Proof of Terminal Illness**

Before payment of benefits under this provision may be made, satisfactory proof must be provided to the *Company* that the Insured's or the Insured Spouse's life expectancy is 12 months or less from the date of application for this benefit. Proof of terminal illness must include certification from a Physician. The *Company* reserves the right to obtain a second medical opinion at its own expense. In the case of conflicting opinions, eligibility for the accelerated death benefit shall be determined by a third medical opinion that is provided by a physician that is mutually acceptable to the Insured and the *Company*.

### **Proof of other Qualifying Conditions**

Before payment of benefits under this provision may be made, satisfactory proof must be provided to the *Company* that the person meets the qualifying conditions. Proof must be certified by a Physician and in the form that is satisfactory to the *Company*. The *Company* reserves the right to obtain a second or third medical opinion at its own expense.

## **BENEFITS**

### **Benefit Amount**

The maximum benefit the Insured or Insured Spouse, may receive under this provision is the lesser of:

1. 75% of the Insured's, life insurance benefit shown in the Schedule, less the amount of any benefit already paid under this provision; or
2. \$562,500

However if the Insured's or Insured's Spouse's, life insurance is scheduled to reduce within 6 months of the date application for this benefit is received by the *Company*, the accelerated death benefit will be limited to the amount that would be available for accelerated payment after such reduction takes place.

The minimum accelerated death benefit the Insured or Insured Spouse may receive will be \$1,000. Such benefit will be paid in a lump sum to the Insured.

The *Company* will discount the amount of the accelerated death benefit based on an interest rate not exceeding the greater of the current yield on 90-day treasury bills or the current maximum statutory adjustable policy loan interest rate. An expense charge in the amount of \$200 is assessed to accelerate the life insurance benefit. Included in this discount is a fixed charge of 6.5%.

***The receipt of this accelerated death benefit may be taxable. The Insured should seek assistance from a personal tax advisor with respect to receipt of this benefit. No representations as to any issue of taxation of this benefit are made by the Company.***

***Receipt of the accelerated death benefit may affect eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children and Supplemental Security Income.***

### **Effect on Life Insurance Benefits at Insured's Death**

The Insured's or Insured Spouse's life insurance benefit amount(s) shown in the Schedule will be reduced by any amount paid under this provision.

Upon request to accelerate the death benefit and upon the payment of the accelerated death benefit, the *Company* will provide a statement to the Insured and any assignee of record or irrevocable Beneficiary of record demonstrating the effect of the acceleration on the death benefit and premium. The statement will disclose any premium necessary to continue any remaining coverage following the acceleration, and will disclose all expense and interest charges associated with accelerating the death benefit.

If, before the payment of the accelerated death benefit, the Insured dies, the claim will be process as a death benefit under the certificate.

## **BENEFITS**

### **Termination of Accelerated Death Benefits**

This benefit will terminate on the date when the Insured's or Insured's Spouses Life Insurance under the group policy terminates.

### **Limitations**

The *Company* will not provide benefits under this provision if:

1. the Insured or Insured Spouse would be required by law to use the benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
2. the Insured or Insured Spouse is required by a government agency to use this benefit in lieu of applying for, obtaining, or otherwise keeping a government benefit or entitlement;
3. the Insured's or Insured Spouse's life insurance under the group policy has terminated;
4. any irrevocable Beneficiary has disapproved payment of this benefit;
5. the Insured's or Insured Spouse's life insurance benefits under the group policy have been assigned

### **Payees**

Benefits will be paid immediately in one lump sum to the Insured, if living, upon receipt of due written proof of eligibility. The *Company* will not be liable for such payment after it is made. After payment of the lump sum, the premium due will be calculated based upon the reduced life insurance benefit.

## **BENEFITS**

### **Dependent Life Insurance**

#### **Death Benefit**

Upon receipt of due proof of death, the *Company* will pay the Life Insurance benefit amount(s) in force on the Insured Dependent's life at the time of his or her death, in accordance with the terms of the group policy. In no event will the total amount of life insurance in force for an Insured Dependent exceed the life insurance Maximum shown in the Schedule.

#### **Exclusions and Limitations**

No life insurance benefit will be payable under the group policy for an Insured Dependent's death caused by suicide or self-destruction or any attempt at suicide or self-destruction within 24 months after his or her effective date of coverage under the group policy. This suicide exclusion does not apply if the Insured Dependent has life insurance coverage that has remained in effect for a continuous period of two more years during the Insured Dependent's lifetime under the policyholder's benefit plan, including this policy or any predecessor policy. In the event of exclusion due to suicide, the *Company's* liability will be limited to a return to the Beneficiary of all premiums paid by the Insured and a return to the policyholder of all premiums paid by the policyholder. If the Insured Dependent commits suicide within 24 months from the date of an increase in life insurance (other than a scheduled or automatic increase) took effect, the *Company* will pay to the Beneficiary the amount of insurance that was in effect before the increase. Any premium paid by the Insured for the increase will be returned to the Beneficiary, and any premium paid by the policyholder will be returned to the policyholder.

#### **Conversion Privilege**

An Insured Dependent may convert his or her Dependent life insurance under the group policy to an individual policy if such person's insurance, or any portion of it, ends, provided the individual is Entitled to Convert and, within 31 days after such insurance ends he or she:

1. applies in writing to the *Company* at 3600 Route 66, Neptune, New Jersey, 07753; and
2. pays the first premium.

#### **Evidence of Insurability**

No Evidence of Insurability will be required for an Insured Dependent who converts to an individual policy under the Conversion Privilege.

#### **Entitled to Convert**

An Insured Dependent is Entitled to Convert his or her life insurance only if:

1. the Insured ceases to be a member of an Eligible Class as described in the eligible class(es) section of the Schedule;
2. the Insured dies;
3. the person ceases to qualify for coverage as an Insured Dependent, as defined in the group policy;
4. the person's coverage reduces on or after the Insured Dependent attains a certain age;
5. the group policy terminates, provided: (a) the Insured is Entitled to Convert; and (b) the Insured Dependent has been covered under the group policy for at least five consecutive years immediately preceding such termination; or
6. the group policy is amended to terminate the eligible class to which the Insured belongs, provided: (a) the Insured is Entitled to Convert; and (b) the Insured Dependent has been covered under the group policy for at least five consecutive years immediately preceding such termination.

## **BENEFITS**

### **Amount of Converted Life Insurance**

If the Insured Dependent ceases to be eligible for insurance under the group policy, the amount of life insurance he or she will be Entitled to Convert will not be more than the amount of life insurance that is lost under the group policy.

If the Insured Dependent's life insurance ends because the group policy is amended to terminate the eligible class to which the Insured belongs, or if the group policy terminates, the amount of life insurance the Insured Dependent will be Entitled to Convert will be the amount of life insurance in force under the group policy at the time his or her insurance ends, less any amount for which he or she becomes eligible under this or any other group life policy during the 31 day conversion period.

### **Type of Policy**

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

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

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

### **Death During the Conversion Period**

During the conversion period, the Insured' dependent's life insurance continues under the terms of this certificate. The conversion policy will take effect on the day after the conversion period ends. If the Insured Dependent dies within the 31 day conversion period, the *Company* will pay a death benefit under this group policy equal to the maximum amount he or she could have otherwise converted, whether or not application for the individual policy or the payment of the first premium has been made.

### **Notice of Conversion Right**

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



## **CLAIM PROVISIONS**

### **Notice of Claim**

Written notice of claim must be given to the *Company* or *Western Insurance Specialties, Inc.* within 20 days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the *Company* at 3600 Route 66, Neptune, New Jersey, 07753, with information sufficient to identify the Insured Person, is deemed notice to the *Company*. The notice should include the Insured Person's name, the policyholder's name and the policy number.

### **Claim Forms**

The *Company* will send claim forms to the claimant upon receipt of a written notice of claim. Alternatively, an Insured may give notice of claim within 20 days of the loss by calling the *Company* using the telephone number shown on the cover page of this certificate or communicating with the *Company* electronically, if such alternative method of communication is available. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the group policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

### **Proof of Loss**

Written proof of loss satisfactory to the *Company* must be furnished to the *Company* within 90 days after the date of loss. If the loss is one for which the group policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the *Company* may reasonably require. Failure to furnish such proof within the time required will not reduce or deny any benefits if the proof is given as soon as reasonably possible. However, in no event, other than legal incapacity, will proof be given more than one year after the date of loss.

### **Payment of Claims**

Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the Insured's Beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

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

If any benefit is payable to the estate of a person, or if any payee is a minor or otherwise not competent to give a valid release for the payment, the *Company* may make an initial payment, up to an amount not exceeding \$2,000, to any relative by blood or connection by marriage of the payee who is deemed by the *Company* to be equitably entitled thereto. Such payment does not discharge the *Company's* liability for any remaining benefits payable under the group policy.

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

## **CLAIM PROVISIONS**

### **Time of Payment of Claims**

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

## **GENERAL PROVISIONS**

### **Entire Contract; Changes**

The group policy, the master application, and any attached papers make up the entire contract between the policyholder and the *Company*.

No change in the group policy will be valid until approved by an officer of the *Company*. The approval must be noted on or attached to the group policy. No agent may change the group policy or waive any of its provisions.

### **Grace Period**

For each premium due from the Insured after the effective date of the coverage may be paid up to a specified period not less than 60 days after its premium due date (the "grace period"). If the premium is not paid by the due date, the *Company* shall give written notification to the Policyholder that if the premium is not paid by the end of the grace period, the coverage will end on the last day of the grace period. If the *Company* fails to give such written notice, the insurance provided under the certificate will continue in effect until the date such notice is given.

### **Incontestability**

The validity of the group policy will not be contested after it has been in force for two years from the policy effective date, except for non-payment of premium, misrepresentation or fraud. In the absence of fraud, all statements made by the policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless signed by the Insured and a copy of the statement is furnished to the Insured or his or her Beneficiary or personal representative.

The *Company* will not use a person's statements relating to insurability to contest insurance after it has been in force for two years during the person's life, except for non-payment of premium or fraudulent misrepresentation. Such two year period begins on the Insured Person's effective date of coverage (or date of last reinstatement) The *Company* will also not use such statement, except fraudulent statements, to contest an increase or benefit addition to the person's insurance after the increase or benefit addition has been in force for two years during the such Insured Person's life. The two year period begins on the Insured Person's effective date of the increase or benefit addition. (or date of last reinstatement).

The *Company* can only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the policyholder, the Insured Person or the Insured Person's Beneficiary.

Fraud in the procurement of coverage under the coverage shall only be contestable when permitted by applicable law in the state where the certificate is delivered or issued for delivery; and the statement on which the contest is based must be material to the risk accepted or the hazard assumed by the *Company*.

## GENERAL PROVISIONS

### Beneficiary Designation and Change

The Insured's designated Beneficiary(ies) is (are) the person(s) so named by the Insured for the group policy as shown in the policyholder's records kept for the group policy. The Insured Dependent's Beneficiary is the Insured.

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

If two or more beneficiaries are designated and their shares are not specified, the designated beneficiaries will share the insurance proceeds equally.

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

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

### Honoring Beneficiary Information from a Prior Plan

The Insured's Beneficiary should be named on a form acceptable to the *Company*. If not, the *Company* may make all payments to the last person named by the Insured as a Beneficiary under a group policy that ended before becoming insured under the group policy.

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

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

If information shows that no Beneficiary was named, the *Company* may make all payment to anyone it selects under the provisions for payment of benefits.

### Physical Examination and Autopsy

The *Company* at its own expense shall have the right and opportunity to examine the person of any individual whose loss is the basis of claim under the group policy as often as it may reasonably require during the review of the claim, and to make an autopsy in case of death where it is not forbidden by law.

### Legal Actions

No action at law or in equity shall be brought to recover on the group policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of the time period provided by the state in which the policy was delivered.

## **GENERAL PROVISIONS**

### **Noncompliance with Policy Requirements**

Any express waiver by the *Company* of any requirements of the group policy will not constitute a continuing waiver of such requirements. Any failure by the *Company* to insist upon compliance with any group policy provision will not operate as a waiver or amendment of that provision.

### **Conformity with Interstate Insurance Product Regulation Commission Standards**

This Certificate was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of the certificate that on the provision's effective date is in conflict with Interstate Insurance Product Regulation Commission standards for this product type is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

### **Workers' Compensation**

The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

### **Clerical Error**

A purely clerical error, which arises from other than a failure to perform administrative duties hereunder, whether by the policyholder or the *Company*, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided in the group policy.

### **Assignment**

An Insured may assign all of his or her rights, privileges and benefits under the group policy without the consent of his or her Beneficiary. The *Company* is not bound by an assignment until the Company receives and files a signed copy. Once filed, the assignment is effective on the date it is signed by the Insured, unless otherwise specified by the Insured. The *Company* is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the group policy.

### **Misstatement of Facts**

If the material facts, including age, of the Insured Person were not accurate in the application to the group policy:

1. a fair adjustment of premium will be made; and
2. the true facts, including true age, will decide whether and in what amount of insurance is in force under the group policy.

## GENERAL PROVISIONS

### Facility of Payment

If an individual appears to the *Company* to be equitably entitled to compensation because he or she has incurred expenses on behalf of an Insured Person or for burial or funeral expenses, the *Company* may deduct from the amount payable under the group policy to be paid to such individual the expenses incurred, but not more than \$1,000. Such payment will not exceed the amount due under the group policy.

### Settlement Options

The Insured may elect to have all or any part of his or her life insurance benefit amount(s) paid to his or her Beneficiary in installments or in any other way that may be agreed to by the *Company*. The Insured must give notice in writing to elect a settlement option. The Insured will have the right to change the election at any time. The terms of payment will be in accordance with those offered by the *Company* for the insurance at the time election is made.

After the Insured's death, the Beneficiary:

1. may make such an election, if the Insured had not done so; and
2. may name a person(s) to receive any amount which would otherwise go to the Beneficiary's estate; and
3. will have the right to change the person(s) named in accordance with 2. above.

### Interest on Death Benefits Payable in a Lump Sum

Interest on life insurance benefit amount(s) paid in a lump sum for the loss of life of the Insured Person shall be paid to the Insured Person's Beneficiary. Such interest shall be computed daily at the rate of interest currently payable by the *Company* on proceeds left under the interest settlement option, from the date of death of the Insured Person to the date of payment. Such amount shall be added to and be a part of the total life insurance benefit amount(s) paid for loss of life.

Interest shall accrue at the effective annual rate determined above, plus additional interest at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of Items (A), (B) and (C) to the date the claim is paid, where it is:

- (A) The date that due *Proof of Loss* following death is received by the insurance company;
- (B) The date the *Company* receives sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
- (C) The date that legal impediments to payment of proceeds that depend on the action of parties other than the *Company* are resolved and sufficient evidence of the same is provided to the *Company*.  
Legal impediments to payment include, but are not limited to:
  - (I) The establishment of guardianships and conservatorships;
  - (II) The appointment and qualification of trustees, executors and administrators; and
  - (III) The submission of information required to satisfy state or federal reporting requirements.

### Agency

For the purposes of the group policy, the policyholder, acts on its own behalf or as the agent of the Insured Person. Under no circumstances will the policyholder be deemed the agent of the *Company* without written authorization.

The following section applies only to those persons  
who are eligible for and have enrolled in the  
Group AD&D



## **Group Accidental Death & Dismemberment Certificate Employee-Paid**

NEVADA PUBLIC EMPLOYEES VOLUNTARY LIFE PLAN  
V-256032

If you have any questions regarding your group insurance plan, please send your correspondence to:

AIG Benefit Solutions  
PO Box 15250  
Amarillo, TX 79105-5250

[www.aig.com/us/benefits](http://www.aig.com/us/benefits)

Policies issued by American General Life Insurance Company (all states except NY) and The United States Life Insurance Company in the City of New York (all states). Each insurance company is responsible for the financial obligations of insurance products it issues and is a member of American International Group, Inc. (AIG)





**American General Life Insurance Company**  
 2727-A Allen Parkway  
 Houston, TX 77019  
 A capital stock company  
 (Herein called the Company)

Policyholder: NEVADA PUBLIC EMPLOYEE VOLUNTARY LIFE PLAN  
 Policy Number: V-256032

**GROUP ACCIDENT INSURANCE CERTIFICATE**

ABOUT THIS CERTIFICATE. This certificate describes accident insurance the Company provides to Insured Persons under the Group Policy (herein called the Policy) issued to the Policyholder.

SCHEDULE

<b>Class</b>	<b>Description of Class(es)</b>
1	All active full-time employees of the Policyholder working at least 15 hours per week
2	All Eligible Spouses/Domestic Partners of Class 1 above
3	All Eligible Dependent Children of Class 1 above

**Principal Sum (by Class)**

<b>Class 1</b>	At the option of the employee: \$250,000, \$500,000 or \$750,000
<b>Class 2</b>	50% of the Employee's Principal Sum
<b>Class 3</b>	10% of the Employee's Principal Sum

**Policy Effective Date:** March 1, 2016

**Policy Anniversary Date:** March 1, 2017, and each subsequent March 1

**Waiting Period:**

**Present Employees** None  
**Future Employees** None

In witness whereof, the Company has caused this certificate to be signed by its President and Secretary.

The President and Secretary of American General Life Insurance Company witness this certificate:



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President

Secretary

**PLEASE READ THIS CERTIFICATE CAREFULLY.**

Non-Participating

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## DEFINITIONS

**Annual Salary** - means the Insured's base annual salary exclusive of overtime, bonuses, tips, commissions and special compensation.

**Eligible Dependent** - means an Eligible Spouse or an Eligible Dependent Child.

**Eligible Dependent Child(ren)** - means the Insured's unmarried children, including natural, step, foster or adopted children, under age 19 (19 -25 if attending an accredited institution of higher learning on a full time basis) and primarily dependent on the Insured for support and maintenance.

Any unmarried Eligible Dependent Child(ren) before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under the Policy beyond that age limit for as long as the Policy is in force, but only if they remain continuously covered under the Policy. The Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to the Company within 31 days after the Eligible Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof before the Eligible Dependent Child(ren) reach the age limit, coverage for the Eligible Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s continued incapacity and dependency to the Company on an annual basis. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31-day period.

**Eligible Spouse/Domestic Partner** - means the Insured's legal spouse/domestic partner.

**Family Coverage** - means coverage in force under the Policy on an Insured's Eligible Dependents: 1) whom the Insured has elected to cover under the Policy; and (2) for whom premium has been paid.

**Injury** - means bodily injury caused by an accident occurring while the Policy is in force as to the person whose injury is the basis of claim and resulting directly and independently of all other causes in a covered loss.

**Insured** - means a member of an eligible class of persons as described in the Schedule and for whom premium has been paid while covered under the Policy.

**Insured Dependent** - means an Insured Spouse/Domestic Partner or an Insured Dependent Child.

**Insured Dependent Child(ren)** - means the Insured's Eligible Dependent Child(ren): (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

**Immediate Family Member** - means a person who is related to the Insured Person in any of the following ways: spouse/domestic partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild.)

**Insured Person** - means an Insured or an Insured Dependent.

**Insured Spouse** - means the Insured's Eligible Spouse/Domestic Partner: (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

**Physician** - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**Schedule** - means the schedule found on the face page of this certificate.

## **INSURED'S EFFECTIVE AND TERMINATION DATES**

**Effective Date.** The Insured's coverage under the Policy begins on the Effective Date of Coverage as shown in the Schedule.

Changes in insurance will take effect on the policy anniversary date, March 1<sup>st</sup>. An insured may make changes anytime during the year by providing written notice to the Company to make a change.

**Termination Date.** An Insured's coverage under the Policy ends on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; (3) the date the Insured requests, in writing, that his or her coverage be terminated; or (4) the date the Insured ceases to be eligible for coverage under the Policy.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

## **INSURED DEPENDENT'S EFFECTIVE AND TERMINATION DATES**

**Effective Date.** An Insured Dependent's coverage under the Policy begins on the latest of: (1) the date the Insured's coverage begins; (2) the date the first premium for the Insured Dependent's coverage is paid when due; (3) if individual enrollment is required, the date the Insured enrolls the dependent for Family Coverage; or (4) the date the person becomes an Eligible Dependent.

**Termination Date.** An Insured Dependent's coverage under the Policy ends on the earliest of: (1) the date the Insured's coverage ends; (2) the premium due date if premiums for the Insured Dependent are not paid when due; (3) the date the Insured requests, in writing, that coverage for the Insured Dependent be terminated; or (4) the date the Insured Dependent ceases to be an Eligible Dependent.

Termination of coverage will not affect a claim for a covered loss which is incurred while the Insured Dependent's coverage was in force under the Policy.

## **CONTINUATION OF COVERAGE WITH PREMIUM PAYMENT**

### **Benefit**

If the employee's accidental death and dismemberment insurance ceases due to termination of his employment or retirement, the Employee may elect to continue coverage on his own life up to the amount of accidental death and dismemberment Insurance that ceased.

If the employee elects to continue coverage of his accidental death and dismemberment Insurance, he may also elect to continue any amount of dependent accidental death and dismemberment Insurance that ceased due to his termination of employment or retirement.

If a former employee elected to continue coverage prior to March 1, 2016, that former employee will automatically be eligible to continue the same coverage under the Policy.

## **Amount of Insurance**

The amount of accidental death and dismemberment insurance the insured may continue is the amount that ceased due to termination of employment or retirement, subject to a maximum of \$750,000.

A former employee who was insured on February 29, 2016 may continue the same amount of insurance in force on March 1, 2016.

## **Application for Continued Coverage for Employees who elect to continue coverage on or after March 1, 2016**

1. Written application must be made to the plan administrator, Western Insurance Specialties, Inc. within 60 days following the date the accidental death and dismemberment Insurance ceases.

2. If the application is received within 60 days, the continued coverage will be effective on the day after the date the insured's retires or employment terminates.

## **Premium**

The premium will be the current rate per \$1,000 of coverage under the Group Policy or the rate applicable at any subsequent renewal date.

## **Termination of Continued Coverage**

Coverage continued under this Rider will terminate on the occurrence of the earliest of the following:

- the date for which the last premium has been paid by the insured;
- the date the insured elects to terminate coverage; or
- the date the Policy terminates; or
- the date the insured attains age 99.

## PREMIUM

**Premiums.** The Company provides insurance in return for premium payments. The Company may change the required premiums due by giving the Policyholder at least 31 days advance written notice. The Company may also change the required premiums at any time when any coverage change affecting premiums is made in the Policy.

**Grace Period.** A Grace Period of 60 days will be provided for the payment of any premium due after the first. An Insured Person's coverage will not be terminated for nonpayment of premium during the Grace Period if all premiums due are paid by the last day of the Grace Period. An Insured Person's coverage will terminate on the last day of the period for which all premiums have been paid if all premiums due are not paid by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating coverage under the Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section.

No Grace Period will be provided if the Company receives notice to terminate the Insured Person's coverage under the Policy prior to a premium due date.



## BENEFITS AND COVERAGES

**Principal Sum.** As applicable to each Insured, Principal Sum means the amount of insurance in force under the Policy as described in the Schedule.

### Limitation on Multiple Benefits

If an Insured Person suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided under the Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit, Paralysis Benefit.

### Accidental Death Benefit

If Injury to the Insured Person results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Principal Sum.

### Accidental Dismemberment Benefit

If Injury to the Insured Person results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Principal Sum shown below for that Loss:

<u>For Loss of</u>	<u>Percentage of Principal Sum</u>
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
One Hand and the Sight of One Eye.....	100%
One Foot and the Sight of One Eye.....	100%
Speech and Hearing in Both Ears.....	100%
One Hand or One Foot.....	50%
Sight of One Eye.....	50%
Speech or Hearing in Both Ears.....	50%
Hearing in One Ear.....	25%
Thumb and Index Finger of Same Hand.....	25%

“Loss” of a hand or foot means complete severance through or above the wrist or ankle joint. “Loss” of sight of an eye means total and irrecoverable loss of the entire sight in that eye. “Loss” of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. “Loss” of speech means total and irrecoverable loss of the entire ability to speak. “Loss” of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest, will be paid.

### Exposure and Disappearance

If by reason of an accident occurring while an Insured Person's coverage is in force under the Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under the Policy, the loss will be covered under the terms of the Policy.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under the Policy, then it will be deemed, subject to all other terms and provisions of the Policy, that the Insured Person has suffered accidental death within the meaning of the Policy.

## **Bereavement and Trauma Counseling Benefit**

**Bereavement and Trauma Counseling Benefit.** If an Insured Person suffers an accidental death or an accidental dismemberment or paralysis for which an Accidental Death or Accidental Dismemberment and Paralysis benefit is payable under the Policy, or if he or she goes into a coma for which a Coma benefit is payable under the Policy, the Company will pay Covered Bereavement and Trauma Counseling Expenses that are due to his or her death or dismemberment or paralysis. The Covered Bereavement and Trauma Counseling Expenses must be incurred within one year after the date of the accident causing such loss(es), up to a maximum of \$150, per session for up to 10 sessions for the Insured Person and all of his or her Immediate Family Members combined with respect to all such losses caused by the same accident.

“Covered Bereavement and Trauma Counseling Expense(s)” - means an expense that: (1) is charged for a Medically Necessary Bereavement or Trauma Counseling Session for the Insured Person and/or one or more of his or her Immediate Family Member(s) provided under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

## **Common Carrier Benefit**

If the Insured Person suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured Person is riding in or on (including getting in or out of, or on or off of) a Common Carrier, the Company will pay this additional benefit. The amount payable for this additional benefit is the lesser of: (1) \$250,000; or (2) 100% of the Insured Person's Principal Sum.

“Common Carrier” - means any land, sea, or air conveyance operated under a license for the transportation of passengers for hire.

## **Common Disaster Benefit**

If an Insured with Family Coverage in effect under the Policy and his or her Insured Spouse both suffer accidental death in the same accident within 90 days of the accident or from separate accidents occurring within a 24 hour period such that an Accidental Death benefit is payable under the Policy for both persons and the Insured Spouse's Principal Sum is increased to equal the lesser of: (1) \$100,000; or (2) 100% of the Insured's Principal Sum.

## **Day Care Benefit**

If an Insured or the Insured Spouse suffers accidental death such that an Accidental Death benefit is payable under the Policy and the Insured had Family Coverage in effect under the Policy on the date of the accident causing death, the Company will pay a benefit on behalf of any Insured Dependent Child under age 13 who was insured under the Policy on the date of the accident causing death and who: (1) is enrolled in a Day Care Center on the date of the Insured's or the Insured Spouse's death; or (2) enrolls in a Day Care Center within 365 days after the Insured's or the Insured Spouse's death. The benefit is payable for each year of the Insured Dependent Child's enrollment in a Day Care Center. The total amount of the benefit each year is equal to the least of:

1. the actual cost of care for that Insured Dependent Child charged by that Day Care Center for that year;
2. 3% of the Insured's or the Insured Spouse's Principal Sum on the date of the accident causing death; or
3. \$3,000.

The applicable portion of the yearly benefit for each period of enrollment is payable upon receipt of due proof of enrollment, but not more frequently than monthly.

The benefit is not payable for any period of enrollment in a Day Care Center before the date of the accident that caused the Insured's or the Insured Spouse's death. The benefit is not payable for any period of enrollment after the earlier of: (1) the date the Insured Dependent Child reaches 13 years of age; or (2) the

date four (4) years after the later of the date of the Insured's or the Insured Spouse's death or the date the Insured Dependent Child first enrolls in a Day Care Center.

"Day Care Center" - means a facility that is duly licensed, certified or accredited by the jurisdiction in which it is located to provide child care and is operating in compliance with applicable laws and regulations of the jurisdiction.

### **Emergency Evacuation Benefit**

If the Insured Person suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation while he or she is outside a 100 mile radius from his or her current place of primary residence, the Company will pay for Covered Emergency Evacuation Expenses reasonably incurred, up to a maximum of \$25,000 for all Emergency Evacuations due to all Injuries from the same accident or all Emergency Sicknesses from the same or related causes.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured Person's Injury or Emergency Sickness warrants his or her Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.

Travel Guard® must make all arrangements and must authorize all expenses in advance for any such benefits to be payable. The Company reserves the right to determine the benefit payable, including reductions, if it is not reasonably possible to contact Travel Guard® in advance.

The Exclusions section of this Certificate does not apply with respect to this benefit(s).

"Children" - for purposes of this benefit, means unmarried children, including natural, step, foster or adopted children from the moment of placement in the Insured Person's home, under age 25 and primarily dependent on the Insured Person for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of Children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity.

"Covered Emergency Evacuation Expense(s)" - means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

"Emergency Evacuation" - means, if warranted by the severity of the Insured Person's Injury or Emergency Sickness: (1) the Insured Person's immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Insured Person's Transportation to his or her current place of primary residence to obtain further medical treatment in a hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

"Emergency Sickness" - means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured Person's condition or place their life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom.

"Medically Necessary Emergency Evacuation Service" - means any Transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Insured Person.

“Transportation” - means moving the Insured Person during an Emergency Evacuation by a land, water or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

### **Paralysis Benefit**

If Injury to the Insured Person results, within 365 days of the date of the accident that caused the Injury, in any one of the types of paralysis specified below, the Company will pay the percentage of the Principal Sum shown below for that type of paralysis:

<u>Type of Paralysis</u>	<u>Percentage of Principal Sum</u>
Quadriplegia.....	100%
Paraplegia.....	75%
Hemiplegia.....	50%
Uniplegia.....	25%

“Quadriplegia” means the complete and irreversible paralysis of both upper and both lower limbs. “Paraplegia” means the complete and irreversible paralysis of both lower limbs. “Hemiplegia” means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body. “Uniplegia” means the complete and irreversible paralysis of one limb. “Limb” means entire arm or entire leg.

If the Insured Person suffers more than one type of paralysis as a result of the same accident, only one amount, the largest, will be paid.

### **Rehabilitation Benefit**

If an Insured Person suffers an accidental dismemberment or an accidental paralysis loss of use for which an Accidental Dismemberment or Paralysis benefit is payable under the Policy, the Company will reimburse the Insured Person for Covered Rehabilitative Expenses that are due to the Injury causing the dismemberment or paralysis. The Covered Rehabilitative Expenses must be incurred within two years after the date of the accident causing that Injury, up to a maximum of \$5,000 for all Injuries caused by the same accident.

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

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

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

Exclusions. In addition to the Exclusions in the Exclusions section of this Certificate, Covered Rehabilitative Expenses do not include any expenses for or resulting from an Injury for which the Insured Person is entitled to benefits paid or payable by Workers’ Compensation or other similar law.

### **Repatriation of Remains Benefit**

If an Insured Person suffers loss of life due to Injury or Emergency Sickness while outside a 100 mile radius from his or her current place of primary residence, the Company will pay for covered expenses reasonably incurred to return his or her body to his or her current place of primary residence, up to a maximum of \$5,000.

Covered expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical conveyance and route possible.

### **Seat Belt and Air Bag Benefit**

**Seat Belt Benefit (Percentage of Principal Sum).** If the Insured Person suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured Person is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seat belt or, if the Insured Person is a child, a properly installed and fastened child restraint device as defined by state law, the Company will pay this additional benefit. The amount payable for this additional benefit is the lesser of: (1) \$25,000; or (2) 25% of the Insured Person's Principal Sum.

**Air Bag Benefit (Percentage of Principal Sum).** If a Seat Belt Benefit is payable and if the Insured Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact, the Company will pay this additional benefit. The additional amount payable for this benefit is the lesser of: (1) \$5,000; or (2) 10% of the Insured Person's Principal Sum.

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

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

"Supplemental Restraint System" - means an air bag which inflates for added protection to the head and chest areas.

### **Tuition Benefit**

If an Insured or the Insured Spouse suffers accidental death such that an Accidental Death benefit is payable under the Policy and the Insured had Family Coverage in effect under the Policy on the date of the accident causing death, the Company will pay the following benefit:

A. For the Insured Dependent Children under Age 23. The Company will pay a benefit to or on behalf of any Insured Dependent Child under age 23 who was insured under the Policy on the date of the accident causing death and who, on the date of the Insured's or the Insured Spouse's death: (1) is a full-time student in any Institution of Higher Learning above grade 12; or (2) is in grade 12 and subsequently enrolls as a full-time student in an Institution of Higher Learning within 365 days after the date of the Insured's or the Insured Spouse's death. The benefit will be paid for each year of the Insured Dependent Child's continuous enrollment as a full-time student in an Institution of Higher Learning, to a maximum of four (4) consecutive years. The total amount of the benefit each year is equal to the least of:

1. the actual tuition (exclusive of room and board) charged by that institution for enrollment during that year for that Insured Dependent Child;
2. 5% of the Insured's or the Insured Spouse's Principal Sum on the date of the accident causing death; or
3. \$3,000.

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment for that term.

An Insured Dependent Child who ceases to be enrolled as a full-time student becomes permanently ineligible for the benefit, even if he or she reenrolls at a later date. The benefit is not payable for any term of enrollment as a full-time student that begins before the date of the Insured's or the Insured Spouse's death. If there is no Insured Dependent Child under age 23 eligible for the benefit within 365 days after the date of the Insured's or the Insured Spouse's death, the Company will pay a one-time lump sum benefit of \$1,000 to the Insured or Insured Spouse's designated beneficiary.

B. For the Insured Spouse. The Company will pay a benefit to or on behalf of any Insured Spouse who was insured under the Policy on the date of the accident causing death and who, for the purpose of obtaining an independent source of support or to enrich his or her ability to earn a living: (1) is enrolled in any Institution of Higher Learning or professional or trade training program on the date of the Insured's death; or (2) subsequently enrolls in an Institution of Higher Learning or professional or trade training program within 30 months after the date of the Insured's death. The benefit will be paid for each year of the Insured Spouse's continuous enrollment in an Institution of Higher Learning or professional or trade training program, to a maximum of four (4) consecutive years. The total amount of the benefit for all institutions and programs combined each year is equal to the least of:

1. the total actual tuition (exclusive of room and board) charged by those institutions or programs for enrollment during that year for the Insured Spouse;
2. 5% of the Insured's Principal Sum on the date of the accident causing death; or
3. \$3,000.

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment for that term.

An Insured Spouse who ceases to be enrolled as described above becomes permanently ineligible for the benefit, even if he or she reenrolls at a later date. The benefit is not payable for any term of enrollment that begins before the date of the Insured's death. If there is no Insured Spouse eligible for the benefit within 30 months after the date of the Insured's death, the Company will pay a one-time lump sum benefit of \$1,000 to the Insured's designated beneficiary.

"Institution of Higher Learning" - means any accredited institution that provides education or training beyond the 12th grade level, including, but not limited to, any state university, private college, or trade school.

## EXCLUSIONS

The Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury;
2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning;
3. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or by the Insured Person's employer;
4. declared or undeclared war, or any act of declared or undeclared war; or
5. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.); or
6. the Insured Person being under the influence of drugs or intoxicants, unless taken under the advice of a Physician; or
7. the Insured Person's commission of or attempt to commit a felony.

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at 3600 Route 66, Neptune, New Jersey, 07753, with information sufficient to identify the Insured Person, is deemed notice to the Company.

**Claim Forms.** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

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

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

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

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



## GENERAL PROVISIONS

**Entire Contract; Changes.** The Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or his or her beneficiary or personal representative.

No change in the Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

**Incontestability.** After an Insured Person has been insured under the Policy for two year(s) during his lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person or the beneficiary.

**Insured's Beneficiary Designation and Change.** The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured as shown on the Company's records kept on the Policy.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Company with a written request for change. When the request is received by the Company, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

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

**Insured Dependent's Beneficiary Designation and Change.** The Insured Dependent's beneficiary is the Insured unless the Insured has named (a) different beneficiary(ies) for the Insured Dependent's coverage as shown on the Company's records kept on the Policy.

An Insured over the age of majority and legally competent may change the beneficiary designation for an Insured Dependent's coverage at any time, unless an irrevocable beneficiary designation has been made, without the consent of the Insured Dependent or the designated beneficiary(ies), by providing the Company with a written request for change. When the request is received by the Company, whether the Insured or the Insured Dependent is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

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

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions.** No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Noncompliance with Policy Requirements.** Any express waiver by the Company of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Conformity With State Statutes.** Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

## GENERAL PROVISIONS

**Workers' Compensation.** The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured Person if that insurance would otherwise have ended or been reduced as provided in the Policy.

**Assignment.** An Insured may assign all of his or her rights, privileges and benefits under the Policy without the consent of his or her designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

**Misstatement of Age.** If premiums for the Insured Person are based on age and the Insured Person has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured Person is insured are based on age and the Insured Person has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.



**American General Life Insurance Company**

2727-A Allen Parkway  
Houston, TX 77019  
A capital stock company

*(Herein called the Company)*

Policyholder: NEVADA PUBLIC EMPLOYEES VOLUNTARY LIFE PLAN  
Policy Number: G-SHELL

**AMENDATORY ENDORSEMENT  
FOR DOMESTIC PARTNERS**

This Rider is attached to and made part of the Policy effective March 1, 2016. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

It is hereby understood and agreed that the definition of Eligible Spouse, within the DEFINITIONS section is deleted in its entirety and replaced with the following:

**Eligible Spouse** - means the Insured's legal spouse or Domestic Partner.

It is hereby understood and agreed that the following term and its accompanying definition is added to the DEFINITIONS section:

**Domestic Partner** - means an opposite or a same sex partner who has met all of the following requirements for at least 12 months: (1) resides with the Insured; (2) shares financial assets and obligations with the Insured; (3) is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; (4) is at least the age of consent in the state in which they reside; and (5) neither the Insured or Domestic Partner is married to anyone else, nor has any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

The President and Secretary of American General Life Insurance Company witness this Endorsement:

CEO & President

Secretary