Incorporated Under the Laws of the State of Maryland WASHINGTON, D.C.

**UNION LABOR LIFE INSURANCE COMPANY** 

#### (the Company)

Administrative Office: 8403 Colesville Road, Silver Spring, MD 20910 Phone: (202) 682-0900 or 1 (800) 431-5425

## Certifies that it has issued Life Policy No. G-3221 and Health Policy No. C-4493

to

# AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO (the Policyholder)

This Certificate describes the benefits and main points of the Policy for individuals who are eligible for insurance under the Policy. The benefits described in this Certificate apply to individuals only if they are eligible, become insured, and remain insured in accordance with all the terms and conditions of the Policy. If there is a discrepancy between the terms of the Policy and this Certificate, the Policy will control.

This Certificate replaces any prior Certificates issued by the Company to individuals covered under the Policy.

**READ YOUR CERTIFICATE CAREFULLY!** 

The

THE UNION LABOR LIFE INSURANCE COMPANY

Volak

PRESIDENT

CERTIFICATE OF GROUP INSURANCE (The Certificate)

GC-9700

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## **SECTION 1 - SCHEDULE OF BENEFITS**

# THE AMOUNT OF INSURANCE OF ANY PERSON SHALL BE BASED UPON THE FOLLOWING:

# FORMS OF INSURANCE

# AMOUNT OF INSURANCE PERSONS

## LIFE INSURANCE BENEFIT

AGE	FIRST UNIT	EACH ADDITIONAL UNIT*
Less than 35	\$2,200.00	\$2,800.00
35 – 49	\$1,700.00	\$2,300.00
50 - 59	\$1,200.00	\$1,800.00
60 - 69	\$1,000.00	\$1,800.00
70 and older	\$1,000.00	\$ 500.00

\*A maximum of 5 additional units may be selected.

# ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (Principal Sum)

AGE	FIRST UNIT	EACH ADDITIONAL UNIT*
Less than 35	\$2,200.00	\$2,800.00
35 - 49	\$1,700.00	\$2,300.00
50 - 59	\$1,200.00	\$1,800.00
60 - 69	\$1,000.00	\$1,800.00
70 and older	\$1,000.00	\$ 500.00

\*A maximum of 5 additional units may be selected.

# **SECTION 2 - DEFINITIONS**

Defined terms are shown in this Policy with an initial capital letter. The following definitions apply to these terms when used in this Policy, unless otherwise defined where such term is used.

## Company

The Union Labor Life Insurance Company, 8403 Colesville Road, Silver Spring, MD 20910.

## Doctor

An individual licensed as a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.). The term "Doctor" shall also include any licensed or certified health care provider as required by state law, for services which are within the scope of the health care provider's license or certificate.

## Illness

A disorder or disease of the body or mind. Illness shall include: (a) pregnancy; (b) childbirth; and (c) related medical conditions.

## Injury

Bodily harm that: (a) the Person sustains while this benefit is in force; and (b) is not the result of an Illness.

## **Officer of the Company**

The Chairman, Chief Executive Officer, President, a Vice President, the Secretary or Assistant Secretary of the Company.

#### Person

An employee and/or member of the Policyholder or a Participating Employer who is:

- 1. insured under this Policy; and
- 2. in a Class of Eligible Persons.

#### Policy

The contract, the application, and any subsequent amendment that the Company issues to the Policyholder.

# **SECTION 3 - ELIGIBILITY**

# PERSONS

# **Classes of Eligible Persons**

All members in good standing of a participating Local of the American Federation of Government Employees, AFL-CIO.

# When A Person First Becomes Eligible

A Person, who is in a Class of Eligible Persons on or after this Policy Effective Date, will be eligible for the insurance provided by this Policy on the later of the:

- 1. Policy Effective Date; or
- 2. date the Person becomes a member in good standing with the American Federation of Government Employees, AFL-CIO.

# **Effective Date of Person's Insurance**

A Person's insurance will become effective on the date he or she is eligible.

# When a Person's Insurance Terminates

A Person's insurance under this Policy will terminate upon the earliest of:

- 1. the date this Policy terminates;
- 2. the date the Person is no longer in a Class of Eligible Persons under this Policy;
- 3. the date premium payments on behalf of the Person cease;
- 4. the date the Person fails to pay the required premium, if any, when due; or
- 5. the date the Person enters into full-time active duty with the armed forces of any country.

#### **Reinstatement of Insurance**

- 1. If a Person's insurance terminates because he or she enters into full-time active duty with the armed forces of any country, it will be reinstated on the date he or she returns to active work:
  - a. for a Participating Employer; and
  - b. within 90 days of discharge from military service.
- 2. If a Person's insurance terminates for any other reason, he or she may again become eligible for the insurance by satisfying the requirement of eligibility as a new employee under the provision titled *When a Person First Becomes Eligible* in this Section of this Policy.

# **SECTION 4 - LIFE INSURANCE BENEFIT**

## PERSONS

The Life Insurance Benefit will be paid if a Person dies while insured under this benefit.

# **Benefit Determination**

The amount of benefit to be paid will be the Amount of Insurance as shown in the **Schedule of Benefits** Section which is in force for the Person on the date of his or her death, subject to all the terms and conditions of this Policy.

## **Benefit Payment**

The benefit will be paid to the Person's named Beneficiary, upon receipt of due proof of death, as provided in the **Claim Payment** Section.

## **Assignment of Benefits**

A Person may make an assignment of all the incidents of ownership of his or her Life Insurance Benefit, but only if the Company is given actual notice of the assignment. Any such assignment will not take effect with the Company prior to the date a copy of the assignment is received at its Administrative Office. The Company assumes no responsibility for the validity or sufficiency of any such assignment. Collateral assignments, by whatever name, are not permitted.

## **CONVERSION PRIVILEGE**

If an individual's Life Insurance Benefit, or any portion thereof, terminates, he or she is entitled to convert all or a portion of the Amount of Insurance which has been terminated. This conversion will be to an individual policy of life insurance ("Conversion Policy"). The individual will not be required to submit proof of good health to convert.

#### **Conversion Rights for Persons**

# Conversion Rights, upon Individual Termination or Class Change

If a Person's Life Insurance Benefit, or any portion thereof, terminates because he or she:

- 1. ceases to be eligible under "Classes of Eligible Persons" appearing under PERSONS in the **Eligibility** Section; or
- 2. transfers from one Class of Eligible Persons to another, and the class to which he or she has transferred, offers lesser benefits;

he or she may convert up to the Amount of Insurance which terminated, less any amount for which he or she becomes eligible under the Life Insurance Benefit of this Policy or under any other group policy within 31 days from the date of termination.

# Conversion Rights Upon Individual Reduction due to Age or Retirement

If a Person's Life Insurance Benefit is reduced because of the individual's:

1. age; or

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# SECTION 4 - LIFE INSURANCE BENEFIT (Continued)

2. retirement;

he or she may convert up to the amount of the reduction.

# **Conversion Rights upon Policy or Class Termination**

If a Person's Life Insurance Benefit terminates because this Policy:

- 1. terminates; or
- 2. is amended to terminate coverage for a Class of Eligible Persons under which the Person was insured;

he or she may convert to an amount that does not exceed the lesser of the following, provided the Person has been continuously insured under the Life Insurance Benefit of this Policy (or the plan which this Policy replaced) for at least 5 years:

- 1. the amount of Life Insurance Benefit in effect for the Person on the date of termination, less any amount for which he or she is or becomes eligible under this Policy or any other group policy (which replaces this Policy) within 31 days after the date of termination; or
- 2. \$2,000.

## Notice of Conversion Privilege

The Policyholder must notify an individual of his or her right to convert. If the notice is not given by the 16th day of the 31-day Conversion Period, the individual will have an additional period in which to convert. The additional period will expire 15 days from the date he or she is notified, but in no event will the right to convert be extended more than 91 days beyond the date the individual's insurance terminated under this Policy. Written notice presented to the individual, or mailed to his or her last known address, shall constitute notice for purposes of this provision.

In no event is the individual's Life Insurance Benefit extended beyond the end of the 31-day Conversion Period, whether or not notice is given.

#### **Conversion Period**

To qualify for a Conversion Policy, an individual must submit a written application to the Company and pay the first premium due within 31 days from the date his or her Life Insurance Benefit terminates under this Policy, unless an additional period in which to convert has been granted as shown in *Notice of Conversion Privilege* in this Section.

# **Conversion Policy**

An individual who is eligible to convert is entitled to convert to any individual policy which is then being offered by the Company, other than term insurance, or insurance which provides disability or other supplemental benefits.

# SECTION 4 - LIFE INSURANCE BENEFIT (Continued)

# **Premium Rates**

The premium rates for the Conversion Policy will be the Company's premium rates in effect for the amount and type of policy elected and based on the individual's class of risk and attained age (age nearest birthday at the date of issue of the Conversion Policy) on the effective date of the Conversion Policy.

## **Effective Date**

The individual life insurance Conversion Policy will take effect at the end of the 31-day period provided the premium has been paid before the end of such period.

## **Death Within the Conversion Period**

If an individual dies during the 31-day Conversion Period, the maximum Amount of Insurance which he or she was entitled to convert under the Life Insurance Benefit will be paid as a benefit under this Policy, to the last Beneficiary named by the individual, whether or not conversion was applied for, and premium paid.

If a Conversion Policy was applied for, such Conversion Policy will be null and void even if the Conversion Policy had been issued; and no death claim will be payable under the Conversion Policy. The Company will return any premium paid for the Conversion Policy.

## Limitation on Amount Converted

No individual who is insured or who becomes insured under this Policy and who holds an individual life insurance policy obtained through exercise of the Conversion Privilege of this Policy, shall again be entitled to exercise the Conversion Privilege for which he or she is otherwise eligible as long as such individual policy of life insurance remains in effect.

# SECTION 5 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Upon receipt of due proof of loss, the Accidental Death and Dismemberment Benefit will be paid if:

- 1. a Person, while insured under this benefit, suffers an accidental Injury; and
- 2. as the direct result of the accident, and independent of all other causes, the Person suffers a Covered Loss within 365 days after the accident; and

A "Covered Loss" means permanent loss of:

- 1. life; or
- 2. a hand, by severance at or above the wrist joint;
- 3. a foot, by severance at or above the ankle joint;
- 4. an eye, involving irrecoverable and complete loss of sight in the eye; or
- 5. 2 or more phalanges of both the thumb and the index finger from one hand;

except as excluded under *Exclusions* in this Section, and subject to all the terms and conditions of this Policy. The amount of benefit to be paid for a Covered Loss is determined as follows:

## SCHEDULE OF LOSSES

# FOR LOSS OF:

#### THE BENEFIT IS:

LIFE	
TWO HANDS	THE PRINCIPAL SUM
TWO FEET	THE PRINCIPAL SUM
SIGHT OF TWO EYES	THE PRINCIPAL SUM
ONE HAND AND ONE FOOT	THE PRINCIPAL SUM
ONE HAND AND SIGHT OF ONE EYE	THE PRINCIPAL SUM
ONE FOOT AND SIGHT OF ONE EYE	THE PRINCIPAL SUM
ONE HAND OR ONE FOOT	ONE-HALF THE PRINCIPAL SUM
SIGHT OF ONE EYE	ONE-HALF THE PRINCIPAL SUM
THUMB AND INDEX FINGER	ONE-FOURTH THE PRINCIPAL SUM

If the Person suffers more than one loss in any one accident, payment shall be made only for that loss for which the largest amount is payable.

# SECTION 5 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (Continued)

## Exclusions

No benefit will be paid for any loss that is caused directly or indirectly, or in whole or in part, by any of the following:

- 1. bodily or mental Illness or disease of any kind;
- 2. ptomaines or bacterial infections (except infections caused by pyogenic organisms which occur with and through an accidental cut or wound);
- 3. suicide or attempted suicide while sane or insane;
- 4. intentional self-inflicted Injury;
- 5. participation in, or the result of participation in, the commission of an assault, or a felony, or a riot, or a civil commotion;
- 6. war or act of war, declared or undeclared; or any act related to war, or insurrection;
- 7. medical or surgical treatment of an Illness or disease;
- 8. travel or flight as pilot or crew member in any kind of aircraft including, but not limited to a glider, a seaplane, or a hang kite;
- 9. intake of any drug, medication or sedative unless prescribed by a Doctor, or the intake of any alcohol in combination with any drug, medication or sedative; This exclusion does not apply to residents of the District of Columbia;
- 10. use of alcohol, the voluntary use of illegal drugs, the intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions, and the intentional misuse of prescription drugs. This exclusion only applies to residents of the District of Columbia;
- 11. any poison or gas voluntarily taken, administered, absorbed, or inhaled; or
- 12. driving while intoxicated as defined by applicable state law.

# **SECTION 6 - CLAIM PAYMENT**

## **BENEFICIARY** (Life Insurance and Accidental Death and Dismemberment Benefits)

## For Persons

A Person's Beneficiary is the party or parties named by the Person, as shown on the Company's records, to receive the benefits payable under this Policy upon the Person's death. The Person may name one or more Beneficiaries to receive the death benefit.

The Person may change the Beneficiary at any time, without the consent of the previously named Beneficiary. Such change must be requested in writing on a form furnished by or satisfactory to the Company. Such change will take effect upon receipt of the signed form at the Administrative Office of the Company.

If the Person and the named Beneficiary(ies):

- 1. die at the same time; and
- 2. there is not sufficient evidence that they have died other than simultaneously,

the benefits payable under this Policy will be paid as if the Person had survived the named Beneficiary(ies).

Upon receipt of Satisfactory Proof of Claim, the Company will pay the death benefit due under the Life Insurance and Accidental Death and Dismemberment Benefits to the Person's named Beneficiary as follows:

- 1. If the Person has named more than one Beneficiary, each surviving Beneficiary will share equally, unless otherwise indicated by the Person when the Beneficiaries were named.
- 2. If there is no named Beneficiary, or if no named Beneficiary is surviving at the death of the Person, payment will be made to the executors or administrators of the Person's estate.
- 3. If the Beneficiary is:
  - a. a minor; or
  - b. someone not able to give a valid release for payment,

the Company will pay the benefit to his or her legal guardian. If there is no legal guardian, the Company may pay the:

- a. individual; or
- b. institution

who has, in its opinion, custody and principal support of such Beneficiary. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

# SECTION 6 – CLAIM PAYMENT (Continued)

## LIFE INSURANCE

## **Proof of Claim**

Satisfactory Proof of Claim will include:

- 1. a certified copy of the individual's death certificate; and
- 2. any other data that the Company may require to establish the validity of the claim.

# **Facility of Payment**

If an individual appears to the Company to be equitably entitled to compensation because he or she has incurred expenses:

- 1. on behalf of the Person's burial; or
- 2. incident to the last illness of the Person,

the Company may pay to such individual the expenses incurred up to \$250. Such payment, however, shall not exceed the amount due under this Policy. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

# Mode of Payment (Applicable to Employee Life Insurance)

Death benefit proceeds will be paid to the Beneficiary in one lump sum, unless the Person has elected to have the proceeds paid in installments under an optional plan that is then being offered by the Company. Details of such optional plans are available on request from the Company. If the Person does not elect an optional plan for payment of death benefit proceeds, the Beneficiary may do so after the Person's death.

# **Maximum Payment of Benefits**

The total benefit payable under this Policy for Life Insurance will never exceed the Amount of Insurance shown in the **Schedule of Benefits** Section. In no event will payment be made under more than one of the following Life Insurance provisions:

- 1. Life Insurance Benefit; or
- 2. Conversion Privilege.

# SECTION 6 – CLAIM PAYMENT (Continued)

## ACCIDENT AND HEALTH INSURANCE

#### **Notice and Claim Forms**

In order to receive a claim form for filing a claim, written notice of a claim must be given to the Company within 90 days after the date of a loss which is covered under this Policy. Otherwise, the Company must be notified as soon as it is reasonably possible to do so. If claim forms are available from the Policyholder, written notice of a claim is not required in order to receive a claim form.

Upon receipt of the written notice of claim, the Company or Policyholder will provide claim forms for filing proof, to the Person making a claim. If the Person does not receive the claim forms:

- 1. within 15 days after he or she sent notice of a claim,
- 2. the Person can file a claim without a claim form by sending the Company written proof of claim.

Such written proof must include the information required under *Proof of Loss* as described below.

## **Proof of Loss**

Proof of the loss for which a claim is made must be given to the Company no later than 90 days after the date of loss. A claim will not be reduced or denied for failure to provide proof within this time, if it is shown that:

- 1. it was not reasonably possible to furnish proof; and
- 2. that proof was provided as soon as it was reasonably possible.

The proof of the loss must include all information necessary for the Company to determine the:

- 1. nature of the loss; and
- 2. date of the loss.

#### The Company:

- 1. may require, as part of the proof, authorization to obtain medical and non-medical information; and
- 2. will notify the Person of any additional information required to process a claim.

## **Payment of Claims**

For a covered loss, other than for loss of life, benefits shall be paid directly to the Person. In case of loss of life, benefits will be made to the Person's Beneficiary.

# SECTION 6 – CLAIM PAYMENT (Continued)

# **Right to Examination and Autopsy**

The Company, at its own expense, has the right to have:

- 1. the Person whose claim is pending examined, by a Doctor of its choice; and
- 2. an autopsy performed, if it is not prohibited by law.

# Legal Actions

A claimant or the claimant's authorized representative cannot start any legal action with respect to a claim:

- 1. until 60 days after proof of claim, as required above, has been given; nor
- 2. more than 3 years after the time proof of claim is required.

## **SECTION 7 - GENERAL PROVISIONS**

#### **Statements; Incontestability of Insurance**

All statements made by the Policyholder or a Person are considered, except for fraud, to be representations and not warranties. No such statements may be used to contest the validity of the Policy, or a Person's insurability unless:

- 1. it is in writing;
- 2. signed by the Policyholder or the Person; and
- 3. a copy of the statement is given to:
  - a. the Policyholder;
  - b. the Person; or
  - c. the Person's Beneficiary.

A Person's insurance, for which proof of good health was required, will not be contested after such insurance has been in force for 2 years during his or her lifetime. Only statements that are in writing and signed by the Person can be used in a contest. This provision does not preclude the Company from asserting defenses based upon:

- 1. the Person's ineligibility for insurance;
- 2. non-payment of premium; or
- 3. fraud.

#### **Misstatement of Age**

If the age of a Person has been misstated, the Company will use the Person's true age to determine:

- 1. the effective date or termination date of the Person's insurance under the Policy;
- 2. the amount of insurance; and
- 3. any other rights or benefits affected by age.

Based on true age, the Company may make an adjustment to the premiums, the benefits, or both.

#### Policy Not in Lieu of Workers' Compensation Insurance

The Policy is not in lieu of, and does not affect any requirements for insurance by state Workers' Compensation Insurance laws.

#### **Conformity with State Statutes**

Any provision of the Policy that is in conflict with the laws of the state in which the Policy is delivered, or issued for delivery, is amended to conform to the minimum requirements of those laws.