

**Life Insurance Company of North America**  
**1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235**  
**A Stock Insurance Company**

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**GROUP ACCIDENT POLICY**

**POLICYHOLDER:** Town of Brattleboro  
**POLICY NUMBER:** SOK 601757  
**POLICY EFFECTIVE DATE:** January 1, 2012  
**POLICY ANNIVERSARY DATE:** January 1  
**STATE OF ISSUE:** Vermont

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Effective Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

**THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.  
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.**

**THIS IS A LIMITED POLICY.  
PLEASE READ IT CAREFULLY.**



Scott Kern, Corporate Secretary



Matthew G. Manders, President

Countersigned \_\_\_\_\_  
Where Required By Law

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GA-00-1000.00

**SCHEDULE OF AFFILIATES**

The following affiliates are covered under this Policy on the effective dates listed below.

| <b><u>AFFILIATE NAME</u></b>  | <b><u>LOCATION</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|-------------------------------|------------------------|------------------------------|
| Brattleboro Housing Authority | Brattleboro, VT        | January 1, 2012              |
| GA-00-1000.00                 |                        |                              |

## **SCHEDULE OF BENEFITS**

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*This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.*

**The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Description of Coverages and Benefits Section for full details.**

**Policyholder:** Town of Brattleboro

**Effective Date of Policyholder Participation:** January 1, 2012

**Covered Classes:**

- Class 1 All active, full-time non-Union Management Employees of the Employer regularly working a minimum of 30 hours per week.
- Class 2 All active, full-time Union Police and Firefighters of the Employer regularly working a minimum of 30 hours per week.
- Class 3 All active, full-time Union Employees of the Employer regularly working a minimum of 30 hours per week, excluding Union Police and Firefighters.
- Class 4 All active, full-time non-Union Employees of the Employer regularly working a minimum of 30 hours per week, excluding non-Union Management Employees.

## **SCHEDULE OF BENEFITS FOR CLASS 1**

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**This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.**

**Time Period for Loss:**

Any Covered Loss must occur within: 365 days of the Covered Accident

**Maximum Age for Insurance:**

None

### **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Employee Principal Sum: 3 times Annual Compensation rounded to the next higher \$1,000 if not already a multiple thereof  
Maximum: \$250,000

Minimum benefit for single dismemberment is \$2,500. Minimum benefit for death or double dismemberment is \$5,000.

Annual Compensation means an Employee's annual earnings for normal work established by the Policyholder for his job classification, excluding commissions, bonuses, overtime or other extra compensation. Changes in Annual Compensation are effective on the date of change.

### **SCHEDULE OF COVERED LOSSES**

| <b>Covered Loss</b>                               | <b>Benefit</b>  |
|---|---|
| Loss of Life                                      | 100% of the Principal Sum   |
| Loss of Two or More Hands or Feet                 | 100% of the Principal Sum   |
| Loss of Sight of Both Eyes                        | 100% of the Principal Sum   |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum   |
| Loss of Speech and Hearing (in both ears)         | 100% of the Principal Sum   |
| Quadriplegia                                      | 100% of the Principal Sum   |
| Paraplegia  | 75% of the Principal Sum  |
| Hemiplegia  | 50% of the Principal Sum  |
| Uniplegia   | 25% of the Principal Sum  |
| Coma  |   |
| Monthly Benefit                                   | 1% of the Principal Sum   |
| Number of Monthly Benefits                        | 11  |
| When Payable                                      | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit                                  | 100% of the Principal Sum   |
| When Payable                                      | Beginning of the 12 <sup>th</sup> month                                   |
| Loss of One Hand or Foot                          | 50% of the Principal Sum  |
| Loss of Sight in One Eye                          | 50% of the Principal Sum  |
| Severance and Reattachment of One Hand or Foot    | 50% of the Principal Sum  |
| Loss of Speech                                    | 50% of the Principal Sum  |
| Loss of Hearing (in both ears)                    | 50% of the Principal Sum  |
| Loss of all Four Fingers of the Same Hand         | 25% of the Principal Sum  |
| Loss of Thumb and Index Finger of the Same Hand   | 25% of the Principal Sum  |
| Loss of all the Toes of the Same Foot             | 20% of the Principal Sum  |

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

**EXPOSURE AND DISAPPEARANCE COVERAGE**      Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

**ADDITIONAL ACCIDENT BENEFITS**

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

**SEATBELT AND AIRBAG BENEFIT**

|                  |   |
|------------------|---|
| Seatbelt Benefit | 10% of the Principal Sum subject to a Maximum Benefit of \$25,000 |
| Airbag Benefit   | 5% of the Principal Sum subject to a Maximum Benefit of \$10,000  |
| Default Benefit  | \$1,000   |

**INITIAL PREMIUM RATES**

|                          |   |
|--------------------------|---|
| Premium Rate:            | <u>Basic Insurance</u><br>Employee Rate: \$0.03 per \$1,000                 |
| Mode of Premium Payment: | Monthly   |
| Contributions:           | The cost of the coverage is paid by the Policyholder                        |
| Premium Due Dates:       | The Policy Effective Date and the first day of each succeeding modal period |

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

GA-00-1100.46

## SCHEDULE OF BENEFITS FOR CLASS 2

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**This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.**

**Time Period for Loss:**

Any Covered Loss must occur within: 365 days of the Covered Accident

**Maximum Age for Insurance:**

None

### **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Employee Principal Sum: 1 times Annual Compensation rounded to the next higher \$1,000 if not already a multiple thereof  
Minimum: \$40,000  
Maximum: \$90,000

Minimum benefit for single dismemberment is \$2,500. Minimum benefit for death or double dismemberment is \$5,000.

Annual Compensation means an Employee's annual earnings for normal work established by the Policyholder for his job classification, excluding commissions, bonuses, overtime or other extra compensation. Changes in Annual Compensation are effective on the date of change.

### **SCHEDULE OF COVERED LOSSES**

| <b>Covered Loss</b>                               | <b>Benefit</b>  |
|---|---|
| Loss of Life                                      | 100% of the Principal Sum   |
| Loss of Two or More Hands or Feet                 | 100% of the Principal Sum   |
| Loss of Sight of Both Eyes                        | 100% of the Principal Sum   |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum   |
| Loss of Speech and Hearing (in both ears)         | 100% of the Principal Sum   |
| Quadriplegia                                      | 100% of the Principal Sum   |
| Paraplegia  | 75% of the Principal Sum  |
| Hemiplegia  | 50% of the Principal Sum  |
| Uniplegia   | 25% of the Principal Sum  |
| Coma  |   |
| Monthly Benefit                                   | 1% of the Principal Sum   |
| Number of Monthly Benefits                        | 11  |
| When Payable                                      | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit                                  | 100% of the Principal Sum   |
| When Payable                                      | Beginning of the 12 <sup>th</sup> month                                   |
| Loss of One Hand or Foot                          | 50% of the Principal Sum  |
| Loss of Sight in One Eye                          | 50% of the Principal Sum  |
| Severance and Reattachment of One Hand or Foot    | 50% of the Principal Sum  |
| Loss of Speech                                    | 50% of the Principal Sum  |
| Loss of Hearing (in both ears)                    | 50% of the Principal Sum  |
| Loss of all Four Fingers of the Same Hand         | 25% of the Principal Sum  |
| Loss of Thumb and Index Finger of the Same Hand   | 25% of the Principal Sum  |
| Loss of all the Toes of the Same Foot             | 20% of the Principal Sum  |

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

**EXPOSURE AND DISAPPEARANCE COVERAGE**      Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

**ADDITIONAL ACCIDENT BENEFITS**

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

**LAW ENFORCEMENT OFFICERS' BENEFIT**      \$50,000

**SEATBELT AND AIRBAG BENEFIT**

|                  |  |
|------------------|--|
| Seatbelt Benefit | 10% of the Principal Sum subject to a Maximum Benefit of \$9,000 |
| Airbag Benefit   | 5% of the Principal Sum subject to a Maximum Benefit of \$4,500  |
| Default Benefit  | \$1,000  |

**INITIAL PREMIUM RATES**

|                          |   |
|--------------------------|---|
| Premium Rate:            | <u>Basic Insurance</u><br>Employee Rate: \$0.03 per \$1,000                 |
| Mode of Premium Payment: | Monthly   |
| Contributions:           | The cost of the coverage is paid by the Policyholder                        |
| Premium Due Dates:       | The Policy Effective Date and the first day of each succeeding modal period |

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

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## SCHEDULE OF BENEFITS FOR CLASS 3

**This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.**

**Time Period for Loss:**

Any Covered Loss must occur within: 365 days of the Covered Accident

**Maximum Age for Insurance:**

None

### **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Employee Principal Sum: 1 times Annual Compensation rounded to the next higher \$1,000 if not already a multiple thereof  
Minimum: \$40,000  
Maximum: \$90,000

Minimum benefit for single dismemberment is \$2,500. Minimum benefit for death or double dismemberment is \$5,000.

Annual Compensation means an Employee's annual earnings for normal work established by the Policyholder for his job classification, excluding commissions, bonuses, overtime or other extra compensation. Changes in Annual Compensation are effective on the date of change.

### **SCHEDULE OF COVERED LOSSES**

| <b>Covered Loss</b>                               | <b>Benefit</b>  |
|---|---|
| Loss of Life                                      | 100% of the Principal Sum   |
| Loss of Two or More Hands or Feet                 | 100% of the Principal Sum   |
| Loss of Sight of Both Eyes                        | 100% of the Principal Sum   |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum   |
| Loss of Speech and Hearing (in both ears)         | 100% of the Principal Sum   |
| Quadriplegia                                      | 100% of the Principal Sum   |
| Paraplegia  | 75% of the Principal Sum  |
| Hemiplegia  | 50% of the Principal Sum  |
| Uniplegia   | 25% of the Principal Sum  |
| Coma  |   |
| Monthly Benefit                                   | 1% of the Principal Sum   |
| Number of Monthly Benefits                        | 11  |
| When Payable                                      | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit                                  | 100% of the Principal Sum   |
| When Payable                                      | Beginning of the 12 <sup>th</sup> month                                   |
| Loss of One Hand or Foot                          | 50% of the Principal Sum  |
| Loss of Sight in One Eye                          | 50% of the Principal Sum  |
| Severance and Reattachment of One Hand or Foot    | 50% of the Principal Sum  |
| Loss of Speech                                    | 50% of the Principal Sum  |
| Loss of Hearing (in both ears)                    | 50% of the Principal Sum  |
| Loss of all Four Fingers of the Same Hand         | 25% of the Principal Sum  |
| Loss of Thumb and Index Finger of the Same Hand   | 25% of the Principal Sum  |
| Loss of all the Toes of the Same Foot             | 20% of the Principal Sum  |

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

**EXPOSURE AND DISAPPEARANCE COVERAGE**

Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

**ADDITIONAL ACCIDENT BENEFITS**

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

**SEATBELT AND AIRBAG BENEFIT**

|                  |  |
|------------------|--|
| Seatbelt Benefit | 10% of the Principal Sum subject to a Maximum Benefit of \$9,000 |
| Airbag Benefit   | 5% of the Principal Sum subject to a Maximum Benefit of \$4,500  |
| Default Benefit  | \$1,000  |

**INITIAL PREMIUM RATES**

|                          |   |
|--------------------------|---|
| Premium Rate:            | <u>Basic Insurance</u><br>Employee Rate: \$0.03 per \$1,000                 |
| Mode of Premium Payment: | Monthly   |
| Contributions:           | The cost of the coverage is paid by the Policyholder                        |
| Premium Due Dates:       | The Policy Effective Date and the first day of each succeeding modal period |

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

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## SCHEDULE OF BENEFITS FOR CLASS 4

**This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.**

**Time Period for Loss:**

Any Covered Loss must occur within: 365 days of the Covered Accident

**Maximum Age for Insurance:**

None

### **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Employee Principal Sum: 1 times Annual Compensation rounded to the next higher \$1,000 if not already a multiple thereof  
Minimum: \$40,000  
Maximum: \$90,000

Minimum benefit for single dismemberment is \$2,500. Minimum benefit for death or double dismemberment is \$5,000.

Annual Compensation means an Employee's annual earnings for normal work established by the Policyholder for his job classification, excluding commissions, bonuses, overtime or other extra compensation. Changes in Annual Compensation are effective on the date of change.

### **SCHEDULE OF COVERED LOSSES**

| <b>Covered Loss</b>                               | <b>Benefit</b>  |
|---|---|
| Loss of Life                                      | 100% of the Principal Sum   |
| Loss of Two or More Hands or Feet                 | 100% of the Principal Sum   |
| Loss of Sight of Both Eyes                        | 100% of the Principal Sum   |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum   |
| Loss of Speech and Hearing (in both ears)         | 100% of the Principal Sum   |
| Quadriplegia                                      | 100% of the Principal Sum   |
| Paraplegia  | 75% of the Principal Sum  |
| Hemiplegia  | 50% of the Principal Sum  |
| Uniplegia   | 25% of the Principal Sum  |
| Coma  |   |
| Monthly Benefit                                   | 1% of the Principal Sum   |
| Number of Monthly Benefits                        | 11  |
| When Payable                                      | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit                                  | 100% of the Principal Sum   |
| When Payable                                      | Beginning of the 12 <sup>th</sup> month                                   |
| Loss of One Hand or Foot                          | 50% of the Principal Sum  |
| Loss of Sight in One Eye                          | 50% of the Principal Sum  |
| Severance and Reattachment of One Hand or Foot    | 50% of the Principal Sum  |
| Loss of Speech                                    | 50% of the Principal Sum  |
| Loss of Hearing (in both ears)                    | 50% of the Principal Sum  |
| Loss of all Four Fingers of the Same Hand         | 25% of the Principal Sum  |
| Loss of Thumb and Index Finger of the Same Hand   | 25% of the Principal Sum  |
| Loss of all the Toes of the Same Foot             | 20% of the Principal Sum  |

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

**EXPOSURE AND DISAPPEARANCE COVERAGE**

Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

**ADDITIONAL ACCIDENT BENEFITS**

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

**SEATBELT AND AIRBAG BENEFIT**

|                  |  |
|------------------|--|
| Seatbelt Benefit | 10% of the Principal Sum subject to a Maximum Benefit of \$9,000 |
| Airbag Benefit   | 5% of the Principal Sum subject to a Maximum Benefit of \$4,500  |
| Default Benefit  | \$1,000  |

**INITIAL PREMIUM RATES**

|                          |   |
|--------------------------|---|
| Premium Rate:            | <u>Basic Insurance</u><br>Employee Rate: \$0.03 per \$1,000                 |
| Mode of Premium Payment: | Monthly   |
| Contributions:           | The cost of the coverage is paid by the Policyholder                        |
| Premium Due Dates:       | The Policy Effective Date and the first day of each succeeding modal period |

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

GA-00-1100.46

## GENERAL DEFINITIONS

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Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

|                         |  |
|-------------------------|--|
| <b>Active Service</b>   | An Employee will be considered in Active Service with his employer on any day that is either of the following: <ol style="list-style-type: none"><li>1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel;</li><li>2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the preceding scheduled workday.</li></ol> |
| <b>Age</b>              | A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on his last birthday.   |
| <b>Aircraft</b>         | A vehicle which: <ol style="list-style-type: none"><li>1. has a valid certificate of airworthiness; and</li><li>2. is being flown by a pilot with a valid license to operate the Aircraft.</li></ol>   |
| <b>Covered Accident</b> | A sudden, unforeseeable event that results, directly in a Covered Injury or Covered Loss and meets all of the following conditions: <ol style="list-style-type: none"><li>1. occurs while the Covered Person is insured under this Policy;</li><li>2. is not contributed to by disease, Sickness, mental or bodily infirmity;</li><li>3. is not otherwise excluded under the terms of this Policy.</li></ol>   |
| <b>Covered Injury</b>   | Any bodily harm that results directly from a Covered Accident.   |
| <b>Covered Loss</b>     | A loss that is all of the following: <ol style="list-style-type: none"><li>1. the direct result of a Covered Accident;</li><li>2. one of the Covered Losses specified in the <i>Schedule of Covered Losses</i>;</li><li>3. suffered by the Covered Person within the applicable time period specified in the <i>Schedule of Benefits</i>.</li></ol>  |
| <b>Covered Person</b>   | An eligible person, as defined in the <i>Schedule of Benefits</i> , for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force.  |
| <b>Employee</b>         | For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes. The term does not include Employees who work less than 17 1/2 hours per week for the Employer.   |
| <b>Employer</b>         | The Policyholder and any affiliates, subsidiaries or divisions shown in the <i>Schedule of Covered Affiliates</i> and which are covered under this Policy on the date of issue or subsequently agreed to by Us.  |
| <b>He, His, Him</b>     | Refers to any individual, male or female.  |

|   |  |
|---|--|
| <b>Hospital</b>                             | <p>An institution that meets all of the following:</p> <ol style="list-style-type: none"> <li>1. it is licensed as a Hospital pursuant to applicable law;</li> <li>2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;</li> <li>3. it is managed under the supervision of a staff of medical doctors;</li> <li>4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);</li> <li>5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;</li> <li>6. it charges for its services.</li> </ol> <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p> <ol style="list-style-type: none"> <li>1. rehabilitation, convalescent, custodial, educational or nursing care;</li> <li>2. the aged, drug addicts or alcoholics;</li> <li>3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.</li> </ol> |
| <b>Inpatient</b>                            | <p>A Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term 'Inpatient' shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.</p>  |
| <b>Nurse</b>                                | <p>A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:</p> <ol style="list-style-type: none"> <li>1. employed or retained by the Policyholder;</li> <li>2. living in the Covered Person's household; or</li> <li>3. a parent, sibling, spouse or child of the Covered Person.</li> </ol>  |
| <b>Outpatient</b>                           | <p>A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.</p>  |
| <b>Physician</b>                            | <p>A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:</p> <ol style="list-style-type: none"> <li>1. employed or retained by the Policyholder;</li> <li>2. living in the Covered Person's household;</li> <li>3. a parent, sibling, spouse or child of the Covered Person.</li> </ol>   |
| <b>Prior Plan</b>                           | <p>The plan of insurance providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.</p>  |
| <b>Sickness</b>                             | <p>A physical or mental illness.</p>   |
| <b>Totally Disabled or Total Disability</b> | <p>Totally Disabled or Total Disability means either:</p> <ol style="list-style-type: none"> <li>1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or</li> <li>2. inability of the Covered Person who is not currently employed to perform normal activities of a person of like age and sex and who is under the regular care of a Physician who certifies that such a person is Totally Disabled.</li> </ol>   |
| <b>We, Us, Our</b>                          | <p>Life Insurance Company of North America.</p>  |

## **ELIGIBILITY AND EFFECTIVE DATE PROVISIONS**

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### **Policy Effective Date**

The Insurance Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page.

### **Eligibility**

An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes as shown in the *Schedule of Benefits*.

### **Effective Date for Individuals**

Insurance becomes effective for an eligible Employee, subject to the *Deferred Effective Date* provision below, on the latest of the following dates:

1. the effective date of this Policy;
2. the date the Employee becomes eligible.

### **DEFERRED EFFECTIVE DATE**

#### **Active Service**

The effective date of insurance will be deferred for any Employee who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date he returns to Active Service and the date coverage would otherwise have become effective.

#### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

### **TERMINATION OF INSURANCE**

The insurance on a Covered Person will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
2. the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
4. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly of a Covered Accident that occurs while coverage was in effect.

### **Continuation for Layoff, Leave of Absence or Family Medical Leave**

Insurance for an Employee may be continued until the earliest of the following dates if: (a) an Employee is on a temporary layoff, an Employer-approved leave of absence or an Employer-approved family medical leave; and (b) required premium contributions are paid when due.

1. for a layoff: the end of the month in which the layoff begins.
2. for an Employer-approved leave of absence: the end of the month in which the leave begins.
3. for an Employer-approved family medical leave: 12 weeks in a consecutive 12-month period.

GA-00-1300.46

## COMMON EXCLUSIONS

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In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. the Covered Person's intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war;
5. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
  - a. except as a passenger on a regularly scheduled commercial or charter airline;
  - b. except as a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. being flown by the Covered Person or in which the Covered Person is a member of the crew;
  - d. being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
  - e. designed for flight above or beyond the earth's atmosphere;
  - f. an ultra-light or glider;
  - g. being used for the purpose of parachuting or skydiving;
  - h. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;
6. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
7. travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
8. a Covered Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered Accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days;
9. mental or emotional disorders, alcoholism and drug addiction.

GA-00-1400.46



## CONVERSION PRIVILEGE

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1. If the Covered Person's insurance or any portion of it ends for a reason other than non-payment of premium, the Covered Person's Age or those reasons described in Paragraph 2 below, the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may not apply for an amount greater than his coverage under this Group Policy less the amount of any other group accident insurance for which he becomes eligible within 31 days after the date coverage under this Group Policy terminated. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk.

The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended. If the Covered Person dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
  - a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
  - b. \$10,000.

GA-00-1500.00

## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, policy and certificate number.

### **Claim Forms**

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

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

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

### **Payment of Claims to Foreign Employees**

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than the United States of America.

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under this Policy.

### **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending 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 under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

**Beneficiary**

The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Employee executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. spouse;
2. child or children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

**Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GA-00-1600.00

## **ADMINISTRATIVE PROVISIONS**

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### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day after the reduction took place.

### **Changes in Premium Rates**

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 36 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the terms of the Policyholder's participation change;
3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
4. there is a change in the factors bearing on the risk assumed;
5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

### **Payment of Premium**

The first premium is due on the Policyholder's effective date of participation under this Policy. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder. If any premium is not paid when due, the Policyholder's participation under this Policy will be terminated as of the Premium Due Date on which premium was not paid.

### **Grace Period**

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time its participation under this Policy was in force.

GA-00-1700.00

## **GENERAL PROVISIONS**

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### **Entire Contract; Changes**

This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

### **Misstatement of Fact**

If the Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

### **Certificates**

Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

### **30 Day Right To Examine Certificate**

If a Covered Person does not like the Certificate for any reason, it may be returned to Us within 30 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

### **Multiple Certificates**

The Covered Person may have in force only one certificate at a time under this Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

### **Assignment**

We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's certificate remains in force.

### **Incontestability**

#### **1. Of This Policy or Participation Under This Policy**

All statements made by the Policyholder to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After three years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

#### **2. Of A Covered Person's Insurance**

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After three years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

### **Policy Termination**

We may terminate coverage on or after the first anniversary of the policy effective date. The Policyholder may terminate coverage on any premium due date. Written or authorized electronic notice must be given at least 31 days prior to such premium due date.

Termination will not affect a claim for a Covered Loss that is the result, directly of a Covered Accident that occurs while coverage was in effect.

**Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

**Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

**Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

**Policy Changes**

We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.

**Workers' Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

**Examination of the Policy**

This Group Policy will be available for inspection at the Policyholder's office during regular business hours.

**Examination of Records**

We will be permitted to examine all of the Policyholder's records relating to this Group Policy. Examination may occur at any reasonable time while the Group Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Group Policy; or, if later,
2. upon the final adjustment and settlement of all Group Policy claims.

The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

**Ownership of Records**

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

GA-00-1800.46

## DESCRIPTION OF COVERAGES AND BENEFITS

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*This Description of Coverages and Benefits* Section describes the Accident Coverages and Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the *General Definitions* section. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

**Covered Loss** We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

### Definitions

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Loss of Toes** means complete Severance through the metatarsalphalangeal joint.

**Paralysis or Paralyzed** means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

**Quadriplegia** means total Paralysis of both upper and both lower limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

**Uniplegia** means total Paralysis of one upper or one lower limb.

**Coma** means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

**Severance** means the complete and permanent separation and dismemberment of the part from the body.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* section.  
GA-00-2100.46

#### **ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

#### **EXPOSURE AND DISAPPEARANCE COVERAGE**

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses*, will be payable if a Covered Person suffers a Covered Loss which results directly from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

**Exclusions** The exclusions that apply to this coverage are in the *Common Exclusions* Section.  
GA-00-2202.46

#### **ADDITIONAL ACCIDENT BENEFITS**

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

#### **LAW ENFORCEMENT OFFICERS' BENEFIT**

We will pay the benefit shown in the Schedule of Benefits, subject to the following conditions and exclusions, on receipt of due proof that the Covered Person, while serving as a Law Enforcement Officer, suffers a Covered Loss that results directly from a Covered Accident. The Covered Accident must occur in the Line of Duty.

**Definitions** For purposes of this benefit:

**Law Enforcement Officer** means any person, duly commissioned by a Public Agency, who is serving in an official capacity with or without compensation. This includes but is not limited to such duly commissioned police, sheriffs, corrections, probation, parole and conservation officers.

**Line of Duty** means any actions that the Law Enforcement Officer is authorized or obligated to perform by law, rule, regulation or condition of employment or service.

**Public Agency** means the United States, any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico and any territory or possession of the United States, or a unit of local government, combination of such states or units or any department, agency or instrumentality of any of the foregoing.



**Exclusions** The following exclusions are in addition to those shown in the *Common Exclusions* section of this Policy. Benefits will not be paid for a loss caused by or resulting from any of the following:

1. injury resulting from maintenance, repair or cleaning of firearms;
2. injury sustained in consequence of the illegal use of firearms by the Covered Person.

GA-00-2241.46

### **SEATBELT AND AIRBAG BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.

**Definitions** For purposes of this benefit:  
**Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.

**Automobile** means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, 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.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2251.46

**VERMONT MANDATORY CIVIL UNION ENDORSEMENT**

**PURPOSE:**

Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons. This endorsement is part of and amends this policy, contract or certificate to comply with Vermont law.

**DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS:**

The definitions, terms, conditions and any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage," "spouse," "husband," "wife," "dependent," "next of kin," "relative," "beneficiary," "survivor," "immediate family" and any other such terms include the relationship created by a civil union established according to Vermont law.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage," "divorce decree," "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.

Terms that mean or refer to family relationships arising from a marriage, such as "family," "immediate family," "dependent," "children," "next of kin," "relative," "beneficiary," "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.

"Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

"Child or covered child" means a child (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE**

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA," controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

TL-007152.46

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
Philadelphia, PA 19192-2235**

We, Town of Brattleboro, whose main office address is Brattleboro, VT, hereby approve and accept the terms of Group Policy Number SOK 601757 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Town of Brattleboro; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Town of Brattleboro

Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

(This Copy Is To Be Returned To Life Insurance Company of North America)

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**LIFE INSURANCE COMPANY OF NORTH AMERICA  
Philadelphia, PA 19192-2235**

We, Town of Brattleboro, whose main office address is Brattleboro, VT, hereby approve and accept the terms of Group Policy Number SOK 601757 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Town of Brattleboro; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Town of Brattleboro

Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

(This Copy Is To Be Retained By Town of Brattleboro)