

Attachment B

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
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People. Not Just Policies.®

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY

Policyowner:	County of Orange
Policy Number:	363825-C
Effective Date:	January 1, 2004

The consideration for this Group Policy is the application of the Policyowner and the payment by the Policyowner of premiums as provided herein.

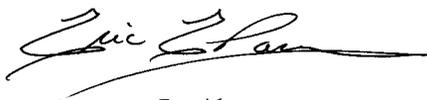
Subject to the **Policyowner Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight at the Policyowner's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



President



Secretary

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Index of Defined Terms

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COVERAGE FEATURES

This section contains many of the features of your accidental death and dismemberment insurance under the Group Policy (AD&D Insurance). Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	363825-C
Policyowner:	County of Orange
Employer(s):	County of Orange
Group Policy Effective Date:	January 1, 2004
Policy Issued In:	California

BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **When AD&D Insurance Becomes Effective**.

Definition of Member: You are a Member if you are:

1. An active full-time employee of the Employer who is included in one of the classes listed under Plan 1 AD&D Insurance in the Schedule Of AD&D Insurance, and regularly working at least 40 hours each week; or
2. An active part-time attorney of the Employer regularly working at least 20 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee; or
2. A full time member of the armed forces of any country.

Eligibility Waiting Period: You are eligible on the later of (a) the Group Policy Effective Date, and (b) the first day of the calendar month following 30 consecutive days as a Member.

Your Eligibility Waiting Period will be reduced by any continuous period as an employee of the Employer prior to the date you became a Member.

See the section entitled **When AD&D Insurance Becomes Effective** to determine the effective date of your coverage.

PREMIUM CONTRIBUTIONS

Plan 1 AD&D Insurance:	Noncontributory
Plan 2 AD&D Insurance:	Contributory

SCHEDULE OF AD&D INSURANCE

PLAN 1 AD&D INSURANCE

You will become insured for Plan 1 if you meet the requirements to become insured under the Group Policy. Plan 1 is a Noncontributory plan, paid for by your Employer.

Plan 1 AD&D Insurance Benefits:

Craft and Plant Unit	\$10,000
Administrative Management	\$45,000, \$50,000, \$55,000, \$60,000, \$65,000, \$70,000, \$90,000, or \$100,000, as determined by the Employer
Law Enforcement Management	\$85,000
Full-time Attorneys	\$100,000
Part-time Attorneys	\$50,000
Peace Officers (Air Support, Air Support Alternate, Gang and Posse, Bomb Squad, Bomb Squad Alternate, and Sheriff)	\$100,000
Special Officers, Coroners	\$100,000
Elected Officials, Executive Management, and Judges	\$125,000

PLAN 2 AD&D INSURANCE

If you are any Member, other than a Peace Officer, Special Officer or Coroner, you also may apply for Plan 2 AD&D Insurance Benefits. Plan 2 is a Contributory plan, requiring premium contributions from Members.

Plan 2 AD&D Insurance Benefits for you:

Craft and Plant Unit	\$10,000, \$20,000, \$30,000, \$40,000 or \$50,000, as elected by you
All other Members	\$20,000, \$40,000, \$60,000, \$80,000, \$100,000, \$150,000, \$200,000 or \$250,000, as elected by you

If you are insured for Plan 2 AD&D Insurance, you also may apply for AD&D Insurance for your Dependents. The amount of AD&D Insurance Benefit for your Dependents is equal to the percentage of your Plan 2 AD&D Insurance Benefit, based on whether you have a Spouse only, Children only, or both a Spouse and Children, as follows:

Spouse only:	50% for your Spouse
Children only:	10% for each Child (AD&D Insurance Benefits for each Child may not exceed \$25,000.)
Spouse and Children:	40% for your Spouse 5% for each Child

TABLE OF BENEFITS

The amount payable for certain Losses will differ. The amount payable is equal to a percentage of the AD&D Insurance Benefits in effect on the date of the accident. No more than 100% of the AD&D Insurance Benefits in effect will be paid for all Losses incurred by you or your Dependent as a result of one accident. The percentage is shown below.

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	75%
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two or more of the Losses listed in b. and c. above	100%
e. Thumb and index finger of the same hand	25% *
f. Quadriplegia	100%
g. Hemiplegia	50%
h. Paraplegia	50%

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

* No AD&D Insurance Benefit will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.

ADDITIONAL BENEFITS

Seat Belt Benefit:	The amount of the Seat Belt Benefit is the lesser of (1) \$10,000, or (2) the AD&D Insurance Benefit payable for loss of life.
Air Bag Benefit:	The amount of the Air Bag Benefit is the lesser of (1) \$10,000, or (2) 5% of the AD&D Insurance Benefit payable for Loss of your life.
Career Adjustment Benefit:	The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Child Care Benefit:	The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Higher Education Benefit: The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Occupational Assault Benefit: The lesser of (1) \$25,000, or (2) 50% of the AD&D Insurance Benefit otherwise payable for the Loss.

See **Additional Benefits.**

OTHER PROVISIONS

Continuity Of Coverage: Yes
Strike Continuation Premium Rate Percentage: 120%
SSA Amount: \$25,000
Installment Amount: \$25,000

See **Benefit Payment And Beneficiary Provisions**, Methods Of Payment.

PREMIUM RATES AND RENEWALS

Premium Rates:

For Plan 1 AD&D Insurance:

Peace Officers (Air Support, Gang and Posse, Bomb Squad) \$0.072 monthly per \$1,000 of Plan 1 AD&D Insurance
Peace Officers (Air Support Alternate, Bomb Squad Alternate) \$0.05 monthly per \$1,000 of Plan 1 AD&D Insurance
All other Members \$0.03 monthly per \$1,000 of Plan 1 AD&D Insurance

For Plan 2 AD&D Insurance:

For Members (excluding Peace Officers) electing coverage for Member only \$0.035 monthly per \$1,000 of Member's Plan 2 AD&D Insurance

For Members (excluding Peace Officers) electing coverage for Member and Dependents \$0.05 monthly per \$1,000 of Member's Plan 2 AD&D Insurance

Premium Due Dates: January 1, 2004 and the first day of each calendar month thereafter.

Grace Period: 60 days

Initial Rate Guarantee Period: 3 years

Notice of Rate Change: 210 days

Minimum Participation Number:

At the conclusion of the Initial Rate
Guarantee Period and on each
Premium Due Date thereafter: 10 insured Members

INSURING CLAUSE

A. Insuring Clause

If you or your Dependent have an accident, including accidental exposure to adverse weather conditions, while insured under the Group Policy and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof Of Loss.

B. Definition Of Loss

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand, Quadriplegia, Hemiplegia, or Paraplegia which meets all of the following requirements:

1. Occurs independently of all other causes.
2. Occurs within 365 days after the accident.

With respect to Loss of life, death will be presumed if you or your Dependent disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight, as certified by a Diplomate of the American Board of Ophthalmology.

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

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears, as certified by a Diplomate of the American Board of Otolaryngology.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be certified by a licensed medical professional to be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limb on the same side of the body. Paraplegia means total paralysis of both lower limbs.

C. Amount Payable

The amount of AD&D Insurance Benefits is shown in the **Coverage Features**. The amount payable for certain Losses will differ.

D. Changes In AD&D Insurance Benefits

You must apply in writing for any change in Plan 2 AD&D Insurance Benefit. Subject to the **Active Work Provisions**, a change in your Plan 2 AD&D Insurance Benefit becomes effective on the first day of the calendar month following the date your Employer receives your written request for the change.

A decrease in AD&D Insurance Benefits because of a change in your age becomes effective on the first day of the calendar month following the change in your age.

E. AD&D Insurance Exclusions

No AD&D Insurance Benefits are payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol, or drug, unless used or consumed according to the directions of a physician.
5. Sickness or Pregnancy existing at the time of the accident or exposure.
6. Heart attack or stroke.
7. Medical or surgical treatment or diagnostic procedure for any of the above.
8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who incurs the Loss is a fare paying passenger on a commercial aircraft.

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ADDITIONAL BENEFITS

A. Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if you or your Dependent meet all of the following requirements:

1. You or your Dependent die as a result of an Automobile accident for which AD&D Insurance Benefits are payable for that Loss of life.
2. The deceased is wearing and properly utilizing a Seat Belt at the time of the accident, as evidenced by a police accident report.

The Seat Belt Benefit will be paid according to the **Benefit Payment And Beneficiary Provisions** in the same manner as the AD&D Insurance Benefits.

Seat Belt means a properly installed seat belt, lap and shoulder restraint, that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

B. Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an automobile accident for which a Seat Belt Benefit is payable for Loss of your life.

2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a private passenger motor vehicle licensed for use on public highways.

C. Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

D. Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

E. Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

F. Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features**.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

VA.AD.01X

WHEN AD&D INSURANCE BECOMES EFFECTIVE

A. Becoming Insured For AD&D Insurance

The **Coverage Features** states whether your AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your AD&D Insurance becomes effective as follows:

1. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the first day of the calendar month following the date you become a Member.

2. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of (a) the date you become eligible, and (b) the first day of the calendar month following the date you apply.

B. Becoming Insured For AD&D Insurance For Your Dependents

1. Effective Date

Subject to the **Active Work Provisions**, AD&D Insurance for your Dependents becomes effective on the latest of:

- a. The date your AD&D Insurance becomes effective.
- b. The first day of the calendar month following the date you first acquire a Dependent.
- c. The first day of the calendar month following the date you apply.

While AD&D Insurance for your Dependents is in effect, each new Dependent becomes insured immediately.

2. Takeover Provision

- a. You may insure your Spouse under 70 years of age, and your unmarried Child from live birth through age 20 (through age 24 if a registered student in full-time attendance at an accredited educational institution).
- b. You may also insure your unmarried Child over age 20 if:
 - i. The Child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
 - ii. The Child is Disabled on and after the effective date of your Employer's coverage under the Group Policy; and

- iii. You give us satisfactory proof of Disability on our forms within 31 days after the effective date of your Employer's coverage under the Group Policy.

At reasonable intervals thereafter, we may require further proof of Disability and have your Child examined at our expense.

VA.EF.04X

ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

LI.AW.OT.1

CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

LI.CC.OT.1

WHEN AD&D INSURANCE ENDS

AD&D Insurance ends automatically on the earliest of the following:

1. The date the last period ends for which a premium was paid for your AD&D Insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your AD&D Insurance will be continued with

payment of premium, during a leave of absence which is required by the federal or a state-mandated family or medical leave act or law, unless it ends under 1 through 3 above.

5. For your Spouse:
 - a. The date your AD&D Insurance ends.
 - b. The date of your divorce.
 - c. The date your Spouse becomes 70 years of age.
6. For your Child:
 - a. The date your AD&D Insurance ends.
 - b. The date your Child ceases to be a Child.

However, if your Child is Disabled on the day before AD&D Insurance would otherwise end because of the Child's age, AD&D Insurance will be continued with payment of premium, provided, you give us satisfactory proof of Disability on our forms within 31 days after the date on which AD&D Insurance would otherwise end because of the Child's age.

At reasonable intervals thereafter, we may require further proof of Disability and have your Child examined at our expense.

7. For your Child who is Disabled:
 - a. The date your AD&D Insurance ends.
 - b. The date your Child ceases to be Disabled.
 - c. 90 days after the date we mail you a request for proof of continued Disability, if proof is not given.

VA.EN.22X

STRIKE CONTINUATION

Insurance may be continued for up to 6 months while you are absent from performing the material duties of your own occupation at your Employer's usual place of business because of a strike, lockout or other general work stoppage caused by a labor dispute. Rules 1 through 4 below will apply.

1. When your compensation is suspended or terminated because of a work stoppage, your Employer will immediately notify you in writing of your rights under this provision. Your Employer will mail the notice to you at your last address on record with the Employer.
2. You must pay the entire premium for your Insurance, including the Employer's share, if any, to your Employer on or before each Premium Due Date.
3. The premiums for your Insurance during the work stoppage will equal a percentage of the premium rate in effect on the date the work stoppage began (see **Coverage Features**). We may change premium rates during the work stoppage according to the terms of the Group Policy.
4. Insurance continued under this provision will end on the earliest of:
 - a. Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date.
 - b. The date you have been absent from performing the material duties of your own occupation at your Employer's usual place of business for 6 months.
 - c. On the date you begin full-time employment with another employer.

- d. At our option, on any Premium Due Date if less than 75% of the Members eligible to continue Insurance under this provision make the required premium payment to the Employer.

VA.SK.01

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply.

1. If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

VA.RE.01

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the Loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a Loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be paid until we receive Proof Of Loss.

D. Investigation Of Claim

We may have you or your Dependent examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

The claimant will receive a written decision on a claim within a reasonable time after we receive the claim.

If the claimant does not receive our decision within 90 days after we receive the claim, the claimant will have an immediate right to request a review as if the claim had been denied.

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

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support the claim; and
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim, and may review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer to the relevant parts of the Group Policy.

VA.CL.11

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

VA.AS.02

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. AD&D Insurance Benefits payable because of Loss of your life will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance Benefits payable because of Loss of life of a Dependent will be paid to you. If you are not living, benefits will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. The brothers and sisters of the Dependent.
 - d. Your estate.
3. AD&D Insurance Benefits payable for Losses other than Loss of life will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing. Your designation:

1. Must be dated and signed by you;
2. Must be delivered to the Policyowner or your Employer during your lifetime;
3. Must relate to the AD&D Insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyowner or your Employer.

C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

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

1. Standard Secure Access Checking Account (SSA)

If the amount payable to a Recipient is not less than the SSA Amount shown in the **Coverage Features**, we will deposit it into a Standard Secure Access checking account which:

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

2. Lump Sum

If the amount payable to a Recipient is less than the SSA Amount shown in the **Coverage Features**, we will pay it in a lump sum.

If the Recipient does not wish the amount payable to be deposited into a Standard Secure Access checking account as described above, we will pay the amount payable in a lump sum upon the Recipient's request.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is not less than the Installment Amount shown in the **Coverage Features**;

- b. The Recipient chooses; and
- c. We agree.

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

VA.BB.05X

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyowner, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested.
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it.
- 3. The right to determine:
 - a. Eligibility for insurance.
 - b. Entitlement to benefits.
 - c. Amount of benefits payable.
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

VA.AL.03

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The time within which Proof Of Loss is required to be given.

VA.TL.07

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyowner, your Employer, or their respective employees or representatives will not:

- 1. Cause a person to become insured;
- 2. Invalidate insurance under the Group Policy otherwise validly in force; or
- 3. Continue insurance under the Group Policy otherwise validly terminated.

B. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

VA.CE.01X

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance under the Group Policy is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insurance under the Group Policy, for which such representation was made, has been in effect for two years, unless it was a fraudulent misrepresentation.

B. Incontestability Of Group Policy

Any statement made by the Policyowner to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyowner a copy of a written instrument signed by the Policyowner which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for:

1. Nonpayment of premiums; or
2. Fraudulent misrepresentations.

VA.IN.10

DEFINITIONS

Contributory means you pay all or part of the premium for insurance under the Group Policy.

Child means:

1. Your unmarried child from live birth through age 20 (through age 24 if a registered student in full-time attendance at an accredited educational institution); or
2. Your unmarried child who:
 - a. Is continuously Disabled on and after the date on which AD&D Insurance would otherwise end because of the Child's age; or
 - b. Was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and is continuously Disabled thereafter.

Child includes a stepchild living in your home and an adopted child. Child does not include a person who is eligible for AD&D Insurance as a Member.

Dependent means your Spouse or Child. Dependent does not include a full-time member of the armed forces of any country.

Disabled and Disability mean your Child is:

1. Incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

Eligibility Waiting Period means the period you must be a Member before you become eligible for AD&D Insurance. See **Coverage Features**.

Group Policy means the group accidental death and dismemberment insurance policy issued by us to the Policyowner and identified by the Group Policy Number.

Injury means an injury to the body of a person insured under the Group Policy.

Noncontributory means the Policyowner or Employer pays the entire premium for insurance under the Group Policy.

Pregnancy means the pregnancy, childbirth, or related medical conditions, including complications of pregnancy of a person insured under the Group Policy.

Prior Plan means your Employer's group accidental death and dismemberment insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means the sickness, illness, or disease of a person insured under the Group Policy.

Spouse means a person under age 70 to whom you are legally married. Spouse does not include a person who is eligible for AD&D Insurance as a Member.

VA.DF.19X

POLICYOWNER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyowner determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations;
2. We and the Policyowner mutually agree to change Premium Rates; or
3. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender, and occupational classification, change by 25% or more.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyowner. The minimum advance notice is shown in the **Coverage Features** as Notice Of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12-month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyowner is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyowner may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyowner has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is the same as the Notice Of Rate Change stated in the **Coverage Features**.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyowner will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyowner showing the coverage under the Group Policy. The Policyowner will distribute a certificate to each insured Member.

I. Records And Reports

The Policyowner or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyowner or Employer which relate to insurance under the Group Policy.

J. Notice Of Suit

The Policyowner and Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

K. Entire Contract, Changes

The Group Policy and the application of the Policyowner constitute the entire contract between the parties. A copy of the Policyowner's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyowner for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

L. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

VA.PO.19X