

# VII. Life & Accident Insurance Programs

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#### **About This Section**

Life and accident insurance play a vital role in your and your family's financial security. This insurance coverage gives your family a foundation of support in the event your income is no longer available. It can also provide financial assistance if you suffer the loss of a family member. No one likes to consider the need for life and accident insurance. However, it is a valuable safety net for the financial well-being of you and your family.

This section describes the benefits available to you through the life and accident insurance programs.

Some of the terms and phrases used in this benefits document have a specific meaning. Please refer to the *Important Terms* section of this document for further information.

You should also refer to the *Benefits Highlights* and the *Additional Information About Your Benefits* sections of this document for more important information regarding eligibility, how contributions are made, how elections can be changed, how to file claims and your rights under ERISA.

# An Overview of the Life and Accident Insurance Programs

The life and accident insurance programs include the following coverage:

- **Basic Life Insurance** of two times your annual pay up to a maximum of \$1,000,000. Part-time regular employees receive a benefit equal to one times annual pay. This coverage is provided by the Company at no cost to you.
- **Supplemental Life Insurance** of up to six times your annual pay up to a maximum of \$2,000,000.
- Dependent Life Insurance is available for your spouse and dependent children.
- Basic Accidental Death & Dismemberment Insurance of two times your annual pay up to a maximum of \$1,000,000. Part-time regular employees receive a benefit equal to one times annual pay. This coverage is provided by the Company at no cost to you.
- Supplemental Accidental Death & Dismemberment Insurance is available for employees who wish to purchase additional coverage. You may elect Supplemental Accidental Death & Dismemberment Insurance for yourself and your family.
- Business Travel Accident Insurance provides life and accident protection when you
  are traveling on company-related business.

#### **How Benefits Are Paid**

In the event of your death while insured and actively employed, the amount of your life insurance will be paid to the person you named as your beneficiary. Before the benefit is paid, the insurance company must receive written proof of your death. If there is more than one beneficiary, each receives an equal share unless you have requested otherwise in writing. You are automatically the beneficiary for dependent life insurance.

If there is no eligible beneficiary or you did not name one, your benefit will be paid, in this order, to:

- Your lawful spouse, if living,
- Your natural or legally adopted child (children) in equal shares, if living, or
- Your parents in equal shares; or
- The personal representative of your estate.

#### **Basic Life Insurance**

The basic life insurance plan provides a death benefit in the amount of two times your annual pay up to a maximum benefit of \$1,000,000. Part-time regular employees receive a benefit equal to one times annual pay. Refer to the *Important Terms* section of this document for a definition of annual pay.

Basic life insurance coverage is provided by the Company at no cost to you.

#### **Imputed Income**

Federal tax law requires that employees pay income taxes on the value of Company-provided life insurance above \$50,000. If your pay is greater than \$25,000, your basic life insurance will be above \$50,000, and an additional amount of income representing the value of this insurance will be added to your W-2 form. This added income is called *imputed income*. You pay taxes on this amount, but this is not the amount of the tax itself. You can cap your basic life insurance at \$50,000 and avoid imputed income by completing a waiver form available from Pearson People Services. Please note that if you waive basic life insurance above \$50,000, you cannot reinstate your coverage at a later date without providing evidence of insurability to Securian.

You pay for supplemental and dependent life insurance coverage on an after-tax basis. Under current tax regulations, there is no imputed income on these benefits.

### Reduction in Coverage Due to Your Age

Once you reach age 65, your basic life insurance benefits are reduced. Between the ages of 65 and 69, your benefit will be 65% of the original basic life insurance benefit.

Upon attainment of age 70 or older, your benefit will be reduced to 50% of your regular amount.

# **Supplemental Life Insurance**

You may also purchase supplemental life insurance coverage. This coverage is in addition to your basic life insurance coverage provided by the Company. You can elect supplemental coverage equal to one, two, three, four, five or six times your annual pay up to a maximum of \$2,000,000.

Coverage elections made within 31 days of initial eligibility do not require evidence of insurability unless the amount of supplemental insurance elected is greater than four times your annual earnings, or exceeds \$1,000,000 (whichever is less). Elections above these amounts, and elections made outside of a period of initial eligibility may require evidence of insurability You can obtain an Evidence of Insurability form from Pearson People Services.

Coverage for the amounts that require Evidence of Insurability will not be effective until approved by the insurance company. See *Evidence of Insurability* on page 12.

You pay for supplemental life insurance on an after-tax basis. Your cost depends on the amount of coverage you choose and your age. In addition, the cost of coverage will be higher if you smoke or use tobacco in any form.

#### Reduction in Coverage Due to Your Age

Supplemental life insurance for yourself does not reduce with age.

#### **Waiver of Premium**

If you become disabled while you are covered by supplemental life insurance and before you are 60 years old, you contribute toward the cost of coverage during the first year of long-term disability. However, you may apply to the insurance company for a waiver of premium for the period of long-term disability beyond nine months. You will automatically receive a waiver of premium form at the time you qualify for long-term disability benefits. You should submit your completed waiver of premium application form as soon as possible, but no later than 12 months from the date of your disability. The insurance company may require you to have a physical exam by a doctor it chooses. If the insurance company approves a waiver of premium, it will be effective as of the date of such approval.

# **Supplemental Life Suicide Provision**

The suicide exclusion applies to supplemental employee life insurance and spouse life insurance. Supplemental employee life benefits or spouse life benefits will not be paid if you or your insured spouse commit suicide, while sane or insane, within two years from the original effective date of coverage. When applicable, the suicide exclusion limits the benefit amount to the amount of premiums paid.

If you or your spouse commit suicide more than two years after the original effective date of your coverage, but within two years of any increase in supplemental life benefits, the increased amount will not be paid. Instead, benefits will be limited to the amount of premium paid for the portion of insurance subject to the suicide exclusion.

# **Dependent Life Insurance**

In addition to life insurance coverage for yourself, you can also elect coverage for your spouse/ and/or children. You are automatically the beneficiary for dependent life insurance. See the *Important Terms* section of this document for the definition of eligible dependents.

# Life Insurance for your Spouse

There are three levels of spouse life insurance coverage from which to choose:

- \$10,000 benefit
- 50% of your annual pay
- 1 x your annual pay.

Coverage elections made within 31 days of initial eligibility do not require evidence of insurability unless the amount of spouse life insurance elected is greater than \$50,000. Elections above this amount, and elections made outside of a period of initial eligibility for your spouse may require evidence of insurability. If you choose coverage for your spouse your cost will depend on the option you choose, the age of your spouse, and whether he/she smokes or uses tobacco in any form. The maximum amount of coverage for your spouse is \$100,000. If the amount of his/her coverage exceeds \$50,000, your spouse will have to provide Evidence of Insurability. See *Evidence of Insurability* on page 12.

# Life Insurance for your Children

There are two levels of coverage for dependent children:

- \$5,000
- \$10,000.

If you choose coverage for your children or the children of your spouse, the plan covers all eligible children from live birth to the end of the month in which the child attains age 26. No matter how many children you cover, you will pay the same amount for coverage If an employee's first eligible child dies within 31 days of live birth, but prior to the employee enrolling in child life insurance a \$5,000 death benefit will be paid. Evidence of insurability is never required of a child, regardless of when application is made. For child coverage elections made outside a period of initial eligibility or annual enrollment, a 14-day waiting period will apply. The waiting period begins the date of enrollment. No benefits will be payable during the 14 day waiting period.

You pay for all dependent life insurance on an after-tax basis.

Evidence of Insurability may be required before dependent coverage becomes effective. See *Evidence of Insurability* on page 12.

#### **Reduction in Coverage Due to Age**

Life insurance for your spouse does not reduce with age.

Once an eligible child reaches age 26, his/her coverage will terminate at the end of the month in which he/she turns 26. Children age 26 or older are also eligible if they are physically or mentally incapable of self-support, were incapable of self-support prior to age 26, and are financially dependent on you for more than one-half of their support and maintenance.

#### If You and Your Spouse Both Work for the Company

If you and your spouse both work for the Company, each of you are eligible for basic and supplemental employee insurance. You are not eligible for spouse coverage if you are eligible as an employee. If you have dependent children, they can only be covered as the dependent of one parent.

#### **Accidental Death & Dismemberment Insurance**

The Company provides basic Accidental Death & Dismemberment (AD&D) insurance at no cost to you. AD&D insurance provides a benefit if you die or are seriously injured as the result of an accident that occurred while you were covered. The death or loss must occur within 365 days of the accident. In the event of your death, as a result of a covered accident, your beneficiary will receive benefits from both the life insurance plan and the AD&D plan.

The basic AD&D benefit equals two times your annual pay, up to \$1,000,000. Part-time regular employees receive a benefit equal to one times annual pay.

In addition to basic AD&D insurance, you have the option of purchasing supplemental AD&D insurance for yourself or yourself and your family. Supplemental AD&D insurance options include:

- **Employee only** coverage in \$10,000 increments up to a maximum of 10 times your annual pay or \$500,000, whichever is less, or
- **Family** coverage, provided according to the following schedule:
  - 60% of the employee amount for the spouse (if there are no children insured);
  - 50% of the employee amount for the spouse and 10% for each child insured, to a maximum of \$30,000 for each child; or
  - 15% for each child (if there is no spouse insured) to a maximum of \$30,000 for each child.

If both you and your spouse work for the Company, you may both elect employee coverage, but only one of you may elect family coverage. You are not eligible for coverage as a spouse if you are eligible as an employee. You pay for supplemental AD&D insurance with after-tax dollars.

The chart below shows the standard losses and benefit amounts paid under the Plan. In addition, there may be several ancillary benefits payable.

#### **How AD&D Benefits Are Paid**

If you die as a result of an accident, the plan pays your beneficiary the full amount of your coverage. If you lose a limb or your sight as the result of an accident, the Plan pays a benefit to you. The benefit is equal to all or part of your coverage amount, depending on the nature of your loss. For losses within 365 days of a covered accident, the Plan pays benefits as follows:

Covered Losses	Benefit Amounts
Life	Full Amount
A hand	One-half of the Full Amount
A foot	One-half of the Full Amount
Sight of an eye	One-half of the Full Amount
Any combination of a hand, a foot or sight of an eye	Full Amount
Thumb and index finger of same hand	One-quarter of the Full Amount
Speech and hearing	Full Amount
Speech or hearing in both ears	One-half of the Full Amount
Quadriplegia	Full Amount
Paraplegia	One-half of the Full Amount
Hemiplegia	One-half of the Full Amount

Loss of hands or feet means complete severance at or above the wrist of ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical or by artificial means. Loss of thumb and index finger means complete severance of both thumb and the index finger at or above the metacarpophalangeal joints. Quadriplegia means total paralysis of both upper and lower limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means total paralysis of upper and lower limbs on one side of the body.

A benefit is not payable for both loss of thumb and index finger of one hand and the loss of one hand or injury to the same hand as a result of any one accident.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable for all losses will not be more than your full amount of insurance.

#### Other AD&D Benefits

Both basic and supplemental AD&D coverage include an exposure benefit, a disappearance benefit and a seat belt benefit.

If an insured is unavoidably exposed to the elements by reason of a covered accident and suffers a loss that is included in the list of covered losses as a result of such exposure, the loss will be covered under the terms of this certificate. Under the disappearance benefits, if an insured's body has not been found after one year from the date of the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it will be assumed that the insured has died as a result of an accidental injury which was unintended, unexpected and unforeseen and a death benefit may be payable.

The seat belt benefit pays an additional benefit equal to 10% of the full benefit, up to a maximum of \$25,000 if a covered person dies from injuries sustained while driving or riding in a private passenger car, if the covered person's seat belt was properly fastened.

If you die as the result of an accident, supplemental AD&D benefits may also include a training benefit for dependent spouses/s, an education benefit for dependent children and a child care center benefit for dependent children. The maximum amount payable for each of these benefits is \$5,000.

Contact Pearson People Services for more information about these ancillary benefits.

#### Reduction in AD&D Coverage Due to Age

Once you reach age 65, your basic AD&D coverage is reduced. Between the ages of 65 and 69, your benefit will be 65% of the original benefit. Upon attainment of age 70 or older, your benefit will be reduced to 50% of your regular amount. Supplemental AD&D coverage does not reduce with age.

# What Is Not Covered by the Plan – Basic AD&D

The Plan will not pay benefits for a loss connected with any of the following:

- The basic accidental death or dismemberment benefit will not be payable if the insured's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from any of the following:
- Self-inflicted injury or self-destruction, whether sane or insane; or
- Suicide or attempted suicide, whether sane or insane; or
- The insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- Bodily or mental infirmity, illness or disease; or

- The use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribes manner and dosage; or
- Motor vehicle collision or accident where the insured is the operator of the motor vehicle and this insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state where the collision or accident occurred, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- Travel or in decent from any aircraft, except as a fare paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier; or
- War or any act of war, whether declared or undeclared; or
- Service in the armed forces or units auxiliary thereto.

# What is Not Covered by the Plan - Supplemental AD&D

The supplemental accidental death or dismemberment benefit will not be payable if the insured's accidental death or dismemberment results from or is caused directly or indirectly by any of the following:

- Suicide or attempted suicide; or
- Intentionally self-inflicted injury or any attempt at self-inflicted injury, whether sane or insane; or
- The insured's participation in or attempts to commit a felony; or
- Bodily or mental infirmity, illness or disease, including bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- Medical or surgical treatment including diagnostic procedures; or
- Intoxication or influence of any narcotic unless administered on the advice of a physician; or
- Travel or flight in or on nay vehicle used for aerial navigation including getting in, out, on, or off such vehicle, if the insured is:
  - Riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - Acting as a pilot or a crew member of any aircraft, unless riding as a passenger; or
  - o Riding as a passenger in a non-chartered aircraft which is owned, operated, or controlled by the insured employee's employer; or
  - A student taking a flying lesson, unless riding as a passenger; or hang gliding; or
  - Parachuting, except when the insured has to make a parachute jump for self-preservation; or
- War or any act of war, whether declared or undeclared; or
- Riot or civil insurrection; or
- Service in the armed forces or units auxiliary thereto

#### **Business Travel Accident Insurance**

The Business Travel Accident Insurance program, insured by Zurich, pays benefits if you die or are injured as the result of an accident while traveling on Company business, or if your spouse or dependent dies or is injured as the result of an accident while traveling on an approved business or relocation trip.

Because this program is automatically provided by the Company, you do not need to enroll in it. Coverage under the program begins automatically on your date of hire. If you are not actively at work on your hire date, your coverage will become effective when you start work.

#### **How Business Travel Accident Benefits Are Paid**

The Plan provides benefits of three times your annual pay up to a maximum benefit of \$2,000,000. The Plan also provides maximum benefits of \$25,000 for your spouse and \$10,000 for each dependent child.

Coverage for an authorized business trip starts when you leave your home or normal place of employment, whichever occurs later. Coverage continues until you return to either of these locations. Coverage is not provided for commuting to or from work, or when you are on vacation, on a leave of absence, or otherwise not actively at work. However, you are covered for personal trips of up to seven days during a business trip.

Also, your spouse/ and dependent children are covered, whether traveling together with you or not, during an authorized relocation trip that starts when they leave their former place of residence for purposes of relocating, and ends when they arrive at the new place of residence. Dependent children means your unmarried children under age 19 (or under age 23 if attending school) who are dependent on you for support.

This Plan pays benefits for the following losses if they occur because of and within one year of an accident while on an authorized trip:

- Life
- Loss of limb, sight, speech or hearing.

For Loss of:	Benefit
Life, sight of both eyes, both hands or both feet, one hand and one foot, one hand or one foot plus the sight of one eye, speech and hearing, quadriplegia	Full Amount
One hand, one foot, sight of one eye, speech or hearing, hemiplegia	One-half of the Full Amount
Thumb and index finger of the same hand, uniplegia	One-quarter of the Full Amount

All losses should be reported as soon as possible along with appropriate proof.

If you incur more than one loss as the result of the same accident, the Plan will pay only one benefit. This will be the higher benefit payable.

The aggregate limit for losses to more than one person in the same accident is \$20,000,000 per accident. For example, in the case of multiple deaths, the amount paid per individual death would be prorated depending upon the number of individuals involved in the incident.

#### What is Not Covered by the Plan

Business travel accident insurance does not cover injury or death resulting from:

- Intentionally self-inflicted injuries
- Suicide or attempted suicide
- Disease of any kind
- Bacterial infections
- Hernia of any kind
- War or act of war, declared or undeclared
- Injury while in the armed forces of any country or international authority
- Injury while on an aircraft when you are serving as a pilot or crew member of any plane, unless you are specifically named in the policy, or a flight in an aircraft of any military authority. However, travel by Military Air Transport Service (MATS) of the United States or a similar air transport of another country is covered. And, there is no coverage during a flight in an aircraft being used for any of the following activities:
  - Acrobatics or stunt flying
  - Racing or any endurance test
  - Flying in a rocket-propelled aircraft
  - Crop dusting or seeding
  - Spraying
  - Exploration
  - Pipe or power line inspection

- Any form of hunting
- Bird or fowl herding
- Aerial photography or banner towing
- Any test or experiment
- Firefighting
- Any flight that requires a special permit or waiver from the FAA
- Flying in an aircraft owned or operated by the Company.

# Additional Information About the Life and Accident Insurance Programs

Following is some additional information about your life, AD&D, and business travel accident insurance coverage.

# Naming a Beneficiary

When you enroll in your benefits, you need to name a beneficiary for your life and accident insurance benefits. You can name different beneficiaries for each of these programs if you wish, and you can change your beneficiary designations at any time. You are automatically the beneficiary of dependent life insurance.

If you name more than one beneficiary to receive benefits from a plan, each beneficiary receives an equal share unless you have requested otherwise in writing.

If there is no eligible beneficiary or you did not name one, your benefit will be paid, in this order, to:

- Your lawful spouse, if living, otherwise
- Your natural or legally adopted child (children) in equal shares, if living, otherwise
- Your parents in equal shares, if living, otherwise
- The personal representative of your estate.

#### **Evidence of Insurability**

For each life insurance program, you will need to provide Evidence of Insurability if your coverage exceeds a specified amount. Evidence of Insurability is also required if you do

not elect coverage within 31 days of becoming eligible, but you choose it at a later time. You may need to provide Evidence of Insurability (EOI) if:

- You increase the amount of your current supplemental or spouse/ life insurance coverage by more than one level in an open enrollment period
- You are electing an increase in your supplemental life insurance coverage to an amount that exceeds four times your annual base pay or \$1,000,000, whichever is less
- Your combined basic life insurance and supplemental life insurance totals more than \$2,000,000
- You were eligible to elect supplemental life or dependent life insurance in the past and you did not apply for coverage within 31 days of eligibility
- Life insurance for your spouse/ exceeds \$50,000, unless he or she has already provided proof of good health.
- The insured receiving the increase was previously declined any amount of insurance by Securian due to failure to provide satisfactory evidence of insurability.

You can obtain an Evidence of Insurability form from Pearson People Services. The amount of life insurance in excess of the evidence limit will not be effective until it is approved by the insurance company.

If you have a wage increase which results in an increase in your spouse/'s dependent life insurance over \$50,000, he or she will need to provide Evidence of Insurability on the amount of coverage that exceeds \$50,000.

#### **Accelerated Death Benefit**

If you have a life expectancy of 12 months or less, you can request an accelerated death benefit from your basic and supplemental employee life insurance plans. Similarly, if your insured dependent spouse or child has a life expectancy of 12 months or less, you can request an accelerated death benefit from the dependent life insurance plan.

To qualify for an accelerated benefit, you or your covered dependent must:

- Assigned ownership rights under the coverage
- Not have an irrevocable beneficiary; and
- Be terminally ill (life expectancy of 12 months or less).

If you qualify, you may choose a full or a partial accelerated benefit. A partial benefit can only be requested if the remaining amount after the early payout is at least 25% of your initial amount of insurance or \$50,000 (whichever is less). If a partial benefit is chosen, coverage will remain in force and the amount remaining will be the full amount prior to the early payout minus the amount that was accelerated. If a full benefit is paid,

the coverage will end. If your employee life coverage ends due to taking a full benefit, then any coverage on your dependents will also end at that time, though they will have the right to continue coverage or 12 months, and then convert to an individual policy as described in the continuation and conversation sections of your Group Term Life Certificate of Insurance.

An accelerated benefit will be made available on a voluntary basis only. An accelerated benefit under this supplement is not intended to cause an involuntary reduction of the death benefit ultimately payable to the named beneficiary. Therefore, payment of the death benefit cannot be accelerated under this supplement if the insured:

- 1. Is required by law to use this portion to meets claims of creditors, whether in bankruptcy or otherwise; or
- 2. Is required by a government agency to use this option in order to apply for, obtain or keep a government benefit or entitlement.

The maximum amount that can be accelerated is \$1 million.

#### **Continuation of Life Insurance**

If your coverage ends due to any of the terminating events allowing conversion, you may elect to continue such insurance under the group policy prior to porting or converting by paying premiums directly to the insurance company. You must elect to continue your insurance within 31 days of the date your coverage would otherwise cease. You may continue your group term life insurance for a period of up to one year, at which time you may be eligible to port your coverage under the Group policy, or convert your life insurance to an individual policy of permanent insurance with Securian Life or one of its associated companies.

#### **Conversion of Life Insurance**

You may convert all or a part of your basic and any supplemental and dependent life insurance coverage to an individual life insurance policy when your coverage terminates.

You must pay the full cost of this coverage. Your premium rates will be based on your age (or the age of your spouse/ in the case of spouse/ life insurance) and the amount of coverage requested at the time of conversion.

You must apply for conversion directly with the insurance company within 31 days from the date your coverage would otherwise cease. You will not be required to submit medical Evidence of Insurability. If you die during the 31-day conversion period you will be deemed to have elected to convert and the death benefit will be paid (subject to any applicable exclusions).

For more information concerning the continuation, portability or conversion options please contact the insurance company.

#### **Portability Feature for Supplemental Life Insurance**

If you should leave or retire from the Company, you may take your supplemental life insurance up to \$1,000,000 and dependent life insurance coverage with you. Rates are based on age and differ from the rates you paid as an active employee. The insurance company will continue to service your policy on an individual basis, and you will pay premiums directly to them. No Evidence of Insurability is required. To continue your coverage, you must elect the portability option within 31 days of the date:

- You retire
- Your employment is terminated
- You or a covered dependent (if applicable) cease to be eligible under the Plan.

You will not be eligible to port coverage under the group policy if:

- You have attained age 80
- You converted insurance to an individual life policy
- You lose eligibility due to termination of group policy.

If you elect to port your own coverage, you may also elect to port insurance for your insured spouse or child.

#### Plan Benefits That Are Not Convertible or Portable

Accidental death and dismemberment and business travel accident insurance cease when your coverage terminates. Portability and/or conversion features are not available for these coverages.