

# **WEA Trust Life Plan**

## **A Group Term Life Insurance Policy**

**Underwritten by Trustmark Life Insurance Company**

400 Field Drive, Lake Forest, Illinois 60045

(847) 615-1500



**Administered by the WEA Insurance Corporation**

45 Nob Hill Road (53713-3959)

P.O. Box 7338 (53707-7338)

Madison, Wisconsin

Voice/TDD:

(608) 276-4000

(800) 279-4000

**Trustmark Life Insurance Company  
400 Field Drive  
Lake Forest, Illinois 60045  
(847) 615-1500**

**Policyholder:** Trustees of the WEA Insurance Trust  
45 Nob Hill Road (53713-3959)  
P.O. Box 7338 (53707-7338)  
Madison, Wisconsin  
(Voice/TDD):  
(608) 276-4000  
(800) 279-4000

**Policyholder Effective Date:** July 1, 2004

**Group ID:** EN982 (Replaces Certificate EN982  
effective January 1, 1989)

This is your Certificate of Insurance (Certificate) while you are insured. It briefly explains the rights and benefits that are determined by the Master Policy (Policy). The Policy is a contract between the Policyholder and us.

The Policy alone constitutes the agreement under which payments are made. We will pay the benefits set forth in the Policy. Benefit payment is governed by all the terms, conditions, and limitations of the Policy. The Policy may be amended at any time without your consent or notice to you. Any such amendment will not affect any charge incurred before the amendment takes effect.

The Policy may be inspected at our office by any Policyholder, covered person, or beneficiary during regular business hours.

This Certificate was issued on the basis that the information on your enrollment form was accurate and complete. ***If any of the information on the enrollment form was not accurate or complete, please call or write the Policyholder's address above within 10 days of receiving this Certificate. An error or omission may result in loss of coverage as of its effective date.***

This Certificate automatically supersedes any other Certificate we previously issued to you.

***Please read this Certificate carefully.***

**TRUSTMARK LIFE INSURANCE COMPANY**



David McDonough  
President & Chief Operating Officer



Frank G. Gramm  
Corporate Secretary & General Counsel

# Important Notices

(Keep these notices with your insurance papers.)

## ***Problems with your insurance?***

If you are having problems with WEA Insurance Corporation or Trustmark Life Insurance Company, do not hesitate to call or write to resolve your problem. The address and phone numbers are:

WEA Insurance Corporation  
P.O. Box 7338  
Madison, WI 53707-7338  
Voice/TDD: (608) 276-4000 or (800) 279-4000

Trustmark Life Insurance Company  
400 Field Drive  
Lake Forest, IL 60045  
(847) 615-1500

You may also write the ***OFFICE OF THE COMMISSIONER OF INSURANCE***, a state agency that enforces Wisconsin's insurance laws, and file a complaint. The address is:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873

Or, you may call (800) 236-8517 outside of Madison or (608) 266-0103 in Madison, and request a complaint form.



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# Section 1

## Definitions That Apply to All Provisions

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The terms defined below appear throughout this Certificate. When these terms are capitalized in the text of the Certificate, they have the meaning that is defined below.

**Actively at Work, Active Work, or Actively Working** means working all of your regular work hours, as specified by your Employer, and performing all of your regular job duties.

**Agreement between the Employer and the Trust or Agreement** means the contract signed by the Employer and the Trust.

**Annual Salary** means your total wage compensation, as determined and reported by your Employer, that you earn in exchange for the performance of a normal year of service to your Employer at your current rate of pay. If you become Disabled or Totally Disabled, as determined by us, during the period between School Years, and you do not regularly work for your Employer during those months, your Annual Salary is that which you were receiving at the end of the preceding School Year. Annual Salary does not include bonuses, overtime, and special or non-contracted assignments.

**Benefit Summary** means the document captioned “Group Term Life Insurance Policy Benefit Summary.” The Benefit Summary specifies your coverage under the Policy and identifies any optional benefits that apply to your coverage.

**Certificate** means this document.

**Company** means Trustmark Life Insurance Company of Lake Forest, Illinois.

**Date of Disability** means the date we determine to be the first day on which you were Disabled. We determine your Date of Disability based on these:

- Statements provided by you, your Employer, your Physician, and other relevant sources.
- Objective, contemporaneous medical evidence including, but not limited to, medical records we deem necessary to investigate and administer your claim.

**Disabled** and **Disability** mean your inability to perform adequately the material and substantial duties of your regular occupation due to your own involuntary and medically proven physical or mental impairment(s). The physical or mental impairment(s) causing your Disability must be substantiated in objective, contemporaneous medical records and documentation. A Physician’s statement that you are Disabled or Totally Disabled, without accompanying objective, contemporaneous medical evidence, is not sufficient to substantiate your Disability or Total Disability. Your regular occupation is the position you held with your Employer on your Date of Disability. If you become Disabled during the period between School Years, and you do not regularly work for your Employer during those months, your regular occupation is the position you held at the end of the preceding School Year.

**Employer** means an employer with which a bargaining agent affiliated with the Wisconsin Education Association Council has negotiated the life insurance benefits provided by the Policy, that meets all requirements for Employer participation, and that has signed an Agreement with the Trust for the coverage provided by the Policy.

**Letter of Confirmation of Enrollment or Change of Coverage** means the letter we send you acknowledging that we have either enrolled you or processed a change in your coverage. The letter specifies the effective date of enrollment or change in coverage.

**Physician** means a qualified practitioner other than the covered individual or his or her covered dependent who is licensed to diagnose and treat physical or mental impairments. This includes, but is not limited to, the following practitioners and only to the extent that provided services are within the scope of the practitioner's professional license:

- M.D. – Doctor of Medicine
- D.O. – Doctor of Osteopathy
- D.S.C. – Doctor of Surgical Chiropody
- D.P.M. – Doctor of Podiatric Medicine
- O.D. – Doctor of Optometry
- D.C. – Doctor of Chiropractic
- D.D.S. – Doctor of Dental Surgery
- D.M.D. – Doctor of Medical Dentistry

**Physician** also includes any other licensed practitioner of the healing arts required to be recognized for benefit payments under the law of the state in which you reside, provided the practitioner is acting within the scope of his or her license.

**Plan Maximum** means the total amount that is payable on one individual's life under the Policy. Plan Maximum includes benefit amounts payable for Base Term Life Insurance and Additional Purchase Life Insurance. Plan Maximum does not include benefit amounts payable for Accidental Death and Dismemberment Insurance. The amount of

your Plan Maximum is specified on your Benefit Summary.

**Policy** means the Master Policy issued by Trustmark Life Insurance Company to the Trustees of the WEA Insurance Trust that provides the term life insurance benefits described in this Certificate.

**Policyholder** means the WEA Insurance Trust (the Trust).

**School Year** means the continuous span of months during which you are required to be at work for the Employer during a regular school session.

**Totally Disabled** and **Total Disability** mean a disability that meets the criterion established by the Social Security Act for the receipt of Social Security Disability Insurance benefits as amended from time to time. This criterion is the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months. Substantial gainful activity means activity of a nature generally performed as work for remuneration or profit, involving the performance of significant physical or mental duties, or a combination of the two. Work will be considered substantial even if it is performed part-time, and even if it is less demanding and less responsible than your former work. It will be considered gainful even if it pays less than your former work.

**Trust** means the WEA Insurance Trust, of Madison, Wisconsin, which is the Policyholder.

**Note:** When the words, “*we*,” “*us*,” or “*our*” appear in this Certificate, they refer to the Trustmark Life Insurance Company (the Company).

When the words “*you*” or “*your*” appear in this Certificate, they refer to an employee who is covered under the Policy. The exception to this is Section 2, where “*you*” and “*your*” refer to any employee of the Employer who may or may not be covered under the Policy.

# Section 2

## Eligibility and Coverage

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This section describes the individuals who are eligible for coverage under the Policy. It explains when those individuals become eligible for coverage, when their coverage begins, and when coverage ends. It also describes their rights and obligations with respect to conversion coverage.

When the words “*you*” and “*your*” are used in this section, they refer to any employee of the Employer who may or may not be covered under the Policy.

### Who is Eligible for Coverage

You are eligible for coverage if *all* of the following apply:

- You are a member of the eligible class of employees specified in the Agreement between the Employer and the Trust. Your Employer determines your eligible class.
- You are Actively at Work.
- You have completed any waiting period specified by your Employer in the Agreement.

### How to Obtain Coverage

To obtain coverage, you must submit an enrollment form to the Trust within 30 days of the date you are first eligible. If you apply after the 30-day period, your enrollment will be subject to the Rules for Late Enrollment, which appear later in this section.

After you are enrolled, you receive a Letter of Confirmation of Enrollment or Change of Coverage, a Certificate, and a Benefit Summary. These documents describe your coverage and specify when your coverage begins.

### When You Are Eligible and When Coverage Begins

Two distinct dates play a role in determining when your coverage begins. You will want to keep them in mind as you read this section. They are:

1. The date you become eligible for coverage.
2. The date your coverage actually begins.

### Current Employees

You are eligible for coverage on the date your Employer's coverage takes effect. Your coverage begins on the date your Employer's coverage takes effect if *all* of the following apply:

- You are a member of the eligible class of employees specified in the Agreement between the Employer and the Trust.
- You are Actively at Work on the effective date.
- You have completed any waiting period specified by your Employer in the Agreement.
- You submit an enrollment form within 30 days of the effective date.

If you are either Disabled or Totally Disabled, as determined by us, or absent from work on the date your coverage would otherwise take effect, you are not eligible for coverage until the date you are no longer Disabled or Totally Disabled and are Actively at Work for the Employer as a member of the eligible class of employees. The subsections entitled “Disabled Employees” and “Employees on a Leave of Absence” later in this section explain when you become eligible, how to apply for coverage, and when your coverage will be effective.

### **New Employees**

You will be eligible for coverage on the first date you are Actively at Work as a member of the eligible class of employees specified in the Agreement between the Employer and the Trust or the date you complete any waiting period specified by your Employer, whichever is later. Your coverage will begin on the date you are eligible if you submit an enrollment form to the Trust within 30 days of becoming eligible.

### **Employees Who Experience a Reduction in Hours Worked**

If you have a temporary or permanent reduction in the number of hours you work while you are covered by the Policy, your eligibility for coverage may change. If your reduced hours no longer meet the requirements your Employer has specified in the Agreement for the eligible class of employees to which you belong, your coverage will end on the date your hours change. In this case, you have the right to purchase a conversion policy. Read about “Your Right to Conversion Coverage” later in this section.

If your reduced hours meet the requirements your Employer has established for your eligible class of employees and if your benefits are based on your salary, your benefits in the event of a loss will be based on the Annual Salary you are earning on the date of your loss. Your Benefit Summary specifies the amount of your Base Term Life Insurance.

### **Employees on a Leave of Absence**

If you are an employee on a leave of absence approved by your Employer, or you are otherwise absent from work, on the date the Policy takes effect for your Employer, you are not eligible for coverage until the date you are Actively at Work as a member of the eligible class of employees and you complete any waiting period specified by your Employer in the Agreement. In this case, your coverage will begin on the date you return to Active Work if you are not Disabled or Totally Disabled as determined by us and you submit an enrollment form within 30 days of that date.

If, while you are covered by the Policy, you begin a leave of absence approved by your Employer, you may continue your coverage for up to 2 years or until your 65th birthday, whichever is earlier, if **all** of the following apply:

- You are under the age of 65 when your leave begins.

If you are over the age of 65 when your leave begins, your coverage will end unless your Benefit Summary indicates your coverage includes Retiree Benefit—Pay-As-You-Go or Retiree Benefit—Prepaid. Read about these retiree benefits and the provisions that apply to them in the Optional Benefit Provisions.

- We receive advance written notice from your Employer that advises of the Employer’s intent to continue your coverage during the leave. The notice must also include the beginning and ending dates of the leave and document the amount of your Annual Salary. The Annual Salary is your pre-leave salary and not the salary you will receive upon your return to work at the end of the leave.
- The leave is a temporary leave of 2 years or less, and both you and your Employer reasonably expect you to return to Active Work as a member of the eligible class of employees at the end of the leave.

- Such leaves and the right to continue coverage under the Policy during an approved leave of absence are available to all employees in your eligible class.
- The eligible class of employees to which you belonged before your leave began continues to be insured by the Policy.
- We approve your continued coverage.
- The required premiums for your continued coverage are received.

### Disabled Employees

If you are Disabled or Totally Disabled, as determined by us, on the date the Policy takes effect for the Employer, you are not eligible for coverage until the date **all** of the following apply:

- You are no longer Disabled or Totally Disabled.
- You resume Active Work as a member of the eligible class of employees.
- You have completed any waiting period specified by your Employer in the Agreement.

Your coverage will begin on the date you are eligible for coverage if you submit an enrollment form within 30 days of the date you become eligible.

If you become Disabled, as determined by us, while you are covered by the Policy, you may continue your coverage for up to 2 years or until your 65th birthday, whichever is earlier, if **all** of the following apply:

- You provide initial proof of Disability acceptable to us.
- You provide continued proof of Disability at any time we request it during your leave.
- You are under the age of 65 when your leave begins.

If you are over the age of 65 when your leave begins, your coverage will end unless your Benefit Summary indicates your coverage includes Retiree Benefit—Pay-As-You-Go or Retiree Benefit—Prepaid. Read about these

retiree benefits and the provisions that apply to them in the Optional Benefit Provisions.

- The eligible class of employees to which you belonged before your leave began continues to be insured by the Policy.
- We approve your continued coverage.
- The required premiums for your continued coverage are received.

If you become Totally Disabled, as determined by us, while you are both Actively Working and covered by the Policy but before you reach age 60, you may be eligible for waiver of premium. Read about the waiver of premium benefit in Section 3.

### Rules for Late Enrollment

It is important that you apply for coverage within 30 days after the date you first become eligible. If you do not apply within 30 days, as a condition of enrollment you will be required to furnish evidence of insurability that we, in our sole discretion, deem acceptable. In this case, we notify you in writing of our approval or disapproval of your enrollment. If we approve your enrollment based on evidence of insurability, your coverage will begin on the first day of the month following the date of our approval.

***Important information about evidence of insurability:*** Evidence of insurability, when required, must be provided without cost to us. We review the evidence of insurability and decide, in our sole discretion, whether it is acceptable. In each case where evidence of insurability is required, we base our approval decision on the information provided on the required form and other documents, including medical records, that we request. We monitor all claims for 2 years following our approval. If, during that 2-year period, we learn that the information we relied on was incorrect, or relevant information was omitted, we may retroactively rescind the coverage for which we relied on your evidence of insurability.

## Your Duty to Provide Information

If you are covered by the Policy, you must provide the information we need to administer its provisions and pay benefits. For example, you must provide, at your own expense, the medical documentation we need to determine whether or not you are Totally Disabled and qualify for waiver of premium.

If your coverage includes the Dependent Life Insurance option, you must let us know when you have a dependent that is newly eligible and when one of your covered dependents is no longer eligible for coverage.

Section 5 describes the information you must provide to file a claim for benefits and provide the required proof of loss. Section 5 also describes our right to require an examination or autopsy in connection with a claim.

## When Coverage Ends

Your coverage will end on the earliest of the following dates:

- The date the Policy terminates for any reason.
- The end of the period for which the last required premium was paid for your coverage.
- The date on which you enter the military forces of any state or country, including the United States.
- The date on which you are called to active duty in the armed forces of any state or country, including the United States. This includes being called to active duty as a member of a reserve unit of the armed forces.
- Your 65th birthday if you are not Actively at Work for your Employer.
- The date you retire.
- The date you cease to be a member of the eligible class of employees specified by your Employer in the Agreement.
- The date the eligible class of employees to which you belong ceases to be covered under the Policy.
- The date you cease to be eligible for coverage under any provision of the Policy.
- The date on which you fail to comply with any provision of the Policy.
- The date your Active Work terminates and you are not covered under any other provision of the Policy.
- Two years from the date you began a leave of absence unless you are Actively at Work as a member of the eligible class of employees specified by your Employer in the Agreement.
- Two years from your initial Date of Disability, as determined by us, unless you are Actively at Work as a member of the eligible class of employees specified by your Employer in the Agreement.
- The date on which your Employer terminates coverage under the Policy.
- The date of your death.

We will not be obligated to provide benefits if you are not eligible for coverage, even if premium has been paid.

### Exceptions to “When Coverage Ends” Above

**Retiree Coverage**—If your Benefit Summary indicates your coverage includes Retiree Benefit—Pay-As-You-Go or Retiree Benefit—Prepaid, your Base Term Life Insurance will not end solely because you have attained age 65 or retired from Active Work as a member of the eligible class of employees specified by your Employer. Read about these retiree benefits and the provisions that apply to them in the Optional Benefits.

**Special Circumstances**—There are special circumstances under which you may retain your coverage in the event your Employer terminates coverage under the Policy. If your Employer terminates coverage under the Policy because of

a change in life insurance coverage from this Policy to another insurer's policy, you may retain your coverage under this Policy if, on the date of the change to a different policy, **all** of the following apply:

- You are covered under this Policy.
- You are Disabled or Totally Disabled.
- The successor policy will not enroll you.

To keep coverage in force under these special circumstances, the required premiums must be received when they are due. Your coverage under these special circumstances will end on the earliest of the following:

- The end of the period for which the last required premium was paid for your coverage.
- The dates specified above under "When Coverage Ends."
- The date you are no longer Disabled or Totally Disabled, as determined by us.
- The date you return to work for your Employer or any employer.

## Your Right to Conversion Coverage

If you lose coverage under the Policy due to one of the reasons described below in this subsection, you are entitled by law to purchase a conversion policy that provides benefits reasonably similar to the lost coverage. You can obtain a conversion policy, without further evidence of insurability, if you do so within the 31-day conversion period. The 31-day conversion period begins on the date you lose coverage.

Note that if you lose coverage because premiums are not paid as required, you are not eligible to purchase a conversion policy.

The type of conversion coverage available will be any individual life insurance policy, except for term life insurance, that the Company has available for your age group and benefit level. The premium will be the current rate applicable to your risk and age class.

You have the right to purchase a conversion policy when your coverage ends for any of the following reasons:

1. You have not resumed Actively Working for your Employer following a 2-year leave of absence.
2. You are no longer employed by your Employer.
3. You are no longer a member of the eligible class of employees specified by your Employer in the Agreement between the Employer and the Trust.

If your coverage ends for one of the above three reasons, the amount of your conversion policy may not exceed the amount of life insurance in effect for you on the day your coverage ended, less any amount paid under the accelerated life benefit. The accelerated life benefit is described in Section 3.

Premiums received for conversion coverage when your Active Work terminated due to Disability or Total Disability will be refunded only when we have approved waiver of premium for you.

You may also purchase a conversion policy if you have been continuously covered by the Policy for 5 years when your coverage ends for either of the following reasons:

1. Your Employer no longer provides life insurance for the eligible class of employees to which you belonged.
2. The Policy terminates for all employees.

If your coverage has continued for at least 5 years and ends for one of the above two reasons, the amount of your conversion policy may not exceed the lesser of these two amounts:

- The amount of life insurance in effect for you on the day your coverage ended reduced by any amount of life insurance you become eligible for within 31 days of that termination and any amount paid under the accelerated life benefit.
- \$5,000.

### **How to Obtain Conversion Coverage**

To obtain a conversion policy, you must apply for coverage and pay the first month's premium within 31 days after your coverage ends. If you do, your conversion coverage will become effective on the date your coverage under this Policy terminates. Please call an eligibility services representative at the Trust for information on how to apply.

If you do not apply for a conversion policy and pay the first month's premium for the

conversion policy within 31 days after your coverage ends, conversion coverage will no longer be available to you.

If you die within the 31-day period allowed for conversion but before a conversion policy is effective, the Company will pay your beneficiary the amount that could have been converted, less any premium due. If you have applied for conversion coverage, the benefits will be paid to the beneficiary named on your application.



# Section 3

## General Provisions That Apply to All Benefits

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These general provisions apply to all of the benefits of the Policy unless otherwise stated.

### Changes in Benefits

#### Changes in Your Coverage

If the Employer changes any benefit while you are covered under the Policy, you will receive a new Benefit Summary, and the change will apply to your coverage on the later of the following dates:

1. The effective date of the change, if you are not Disabled or Totally Disabled, as determined by us, on that date.
2. Otherwise, the date you begin Actively Working after your Disability or Total Disability.

For example, if your Employer changes coverage from one times (1x) salary to two times (2x) salary while you are Disabled or Totally Disabled, the change will not apply to your coverage until you are no longer Disabled or Totally Disabled and are Actively at Work. This means that if your Disability ends during the summer and you do not normally work during the summer, the change will not apply to your coverage until you begin Actively Working at the beginning of the School Year.

Changes in benefits do not apply to retirees' coverage. The coverage in effect for a retiree is that which was in effect on the date of retirement.

#### Change in Benefit Amount Due to Salary Increase

If the amount of your life insurance benefit changes due to a salary increase, the change will apply to your coverage on the effective date of the salary change unless you are on a leave of absence or are Disabled or Totally Disabled, as determined by us. If you are on a leave of absence, Disabled, or Totally Disabled on the date of such an increase, the change will not apply to your coverage until you are no longer Disabled or Totally Disabled and are Actively at Work.

If you become Disabled or Totally Disabled during the period between School Years, and you do not regularly work during those months, your salary, for purposes of determining the amount of life insurance coverage, is that which you were receiving at the end of the preceding School Year.

#### Decrease in Benefit Amount

If the amount of your life insurance benefit decreases due to a change in benefits or a decrease in salary, the change will always apply to your coverage on the effective date of the change.

## Evidence of Insurability

Under certain circumstances, you will be required to provide, at no cost to us, evidence of insurability that we, in our sole discretion, deem acceptable before we approve your application for coverage. For example, evidence of insurability will be required if:

- You apply for an increase in benefits.
- You apply for a level of benefits that requires you to provide such evidence of insurability.
- You apply for enrollment more than 30 days after you are first eligible for coverage.

In such cases, we base our approval decision on the information you provide on the required form and other documents, including medical records, that we request. We notify you in writing of our approval or disapproval. If we approve your enrollment having considered evidence of insurability, your coverage will begin on the first day of the month following the date of our approval.

We monitor all claims for 2 years following our approval. If, during that period, we learn that the information we relied on was incorrect, or relevant information was omitted, we may retroactively rescind the coverage for which we relied on your evidence of insurability, or we may deny your claim.

## Beneficiary

The beneficiary of your life insurance is the person or persons or entity you have named on your enrollment form, unless you have subsequently changed your beneficiary designation by notifying the Trust in writing. You are the only one who can make your beneficiary designation.

### Irrevocable Beneficiary Designation

We consider all beneficiary designations to be revocable unless we are notified otherwise. You may make an irrevocable beneficiary designation by notifying the Trust in writing. If you wish to make an irrevocable beneficiary designation, please call one of the Trust's

eligibility services representatives for assistance with this notification.

**Note:** To ensure that your life insurance benefits are paid according to your wishes, you will want to remember to review your beneficiary designations whenever changes occur in your marital, family, or financial status and notify the Trust in writing if you want to change your designation after your review. See "How to Change Your Beneficiary" later in this section.

## Primary and Secondary Beneficiaries

You may name both primary and secondary beneficiaries. The primary beneficiary is the party you designate to receive your life insurance benefit following your death. A secondary beneficiary is the party entitled to receive your life insurance benefit only if all primary beneficiaries should predecease you. A primary beneficiary must survive you in order to receive the benefit. In other words, the primary beneficiary's estate is not entitled to receive the benefit if the beneficiary dies before you.

## What Happens if You Name More Than One Beneficiary

If you have not indicated an amount or order of payment, benefits will be equally divided among all appropriate, named beneficiaries. If you name more than one primary or secondary beneficiary, you may specify how you would like the benefit divided among them. Otherwise, they will share equally. If one or more beneficiaries die before you, the deceased beneficiaries' shares will be divided equally among the surviving beneficiaries. This applies to both primary and secondary beneficiaries.

## What Happens if All Designated Beneficiaries Predecease You

If none of your named beneficiaries survives you, the benefit will be paid to the first surviving class according to the order under "What Happens if You Name No Beneficiary," below.

## What Happens if You Name No Beneficiary

If the Trust has no record of a named beneficiary at the time of your death, we will pay benefits equally to the members of the first surviving class in the following order:

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

## How to Change Your Beneficiary

Unless you have made an irrevocable beneficiary designation, you may change your beneficiary at any time by notifying the Trust in writing. You can make such a change without notifying or getting consent from the current or previous beneficiary or beneficiaries. If, however, you have made an irrevocable beneficiary designation, you must obtain the consent of the beneficiary.

A form for changing your beneficiary designation can be obtained from your Employer or from the Trust. Remember to sign and date the form to avoid delay in processing the change.

The change will be effective on the earlier of these dates:

- The date you signed the written notice.
- A date some time in the future if your written notice specifies such a future date.

When your beneficiary change notification is received, the Trust will confirm the change in writing to you. We will not be responsible or liable for any benefit payment we make in good faith before we receive the notice of the change. Therefore, it is important for you to sign, date, and immediately send such changes to the Trust.

## Assignment Rights

Except for any dismemberment benefits payable under Accidental Death and Dismemberment Insurance, you have the right to assign all or part of your rights and benefits under the Policy without your revocable beneficiary's consent. If you do, the interests of your beneficiary will be secondary to those of the assignee. In addition, only the assignee will have the following rights:

- The right to pay premiums required for keeping the insurance in force.
- The right to make and change a beneficiary designation. All beneficiary designations made by you before the date of the assignment will be void unless you have made an irrevocable beneficiary designation. If no beneficiary designated by the assignee is living at the time of your death, benefits will be paid to the assignee if living. Otherwise, benefits will be paid to the assignee's estate.
- The right to conversion coverage for you.

The assignee receives only the rights that the assignor possessed and assigned, and these rights are subject to state and federal laws and the terms of the Policy. To be binding, your assignment must be in writing and received and acknowledged by the Trust. It will be effective on the date you executed the assignment, except that we will not be responsible or liable for any action we take or payment we make in good faith before your written assignment is received.

We are not responsible for the validity or sufficiency of an assignment, nor for the legal, tax, or any other effects of an assignment.

## Accelerated Life Benefit

If you become terminally ill while you are covered under the Policy, you may apply to receive a portion of the life insurance in force for you while you are still living. This is known as an accelerated benefit. This benefit is available to you if **all** of the following apply:

1. You apply for this benefit in writing. Call the Trust and speak with a life insurance representative to obtain a request form.
2. You provide proof of your **terminal illness** and, if required, submit to an examination by a health care professional of our choice. If required, the examination will be at no cost to you. A **terminal illness** is a medical condition that, in your Physician's opinion, is expected to result in your death within 12 months.
3. Any irrevocable beneficiaries have agreed to this benefit in writing.
4. Your life insurance is not assigned.
5. You have not already received this benefit.
6. You voluntarily choose to receive this benefit.
7. We approve your request.

**Note:** Premium for coverage will be payable until the date of death as if an Accelerated Life Benefit had not been paid, unless premium has been waived under the Waiver of Premium provision described below. You may not terminate or reduce any of your coverage under the Policy.

You are not eligible for this benefit if you are required by law to use this amount to cover debts, whether or not you are in bankruptcy. You are also not eligible for this benefit if you are required by law to use this amount to apply for, obtain, or maintain a governmental benefit or entitlement.

The accelerated benefit is also available to a terminally ill dependent who is covered under the Dependent Life Insurance optional benefit.

### **The Amount of Your Accelerated Benefit**

The maximum amount you are entitled to receive is 50% of the life insurance actually in force for you on the date the Trust receives proof of your terminal illness. If, however, your benefits are scheduled to be reduced within the subsequent 12 months as a result of your age

and/or retiree status, the amount of your accelerated benefit will be reduced accordingly. The percentage of life insurance in force based on age and retirement status is shown on the Benefit Summary.

The amount of accelerated benefit you receive will be deducted from the benefit payable at the time of your death. The remainder of your life insurance benefit will be paid according to the provisions of the Policy. In addition, the amount of insurance you could have converted under "Your Right to Conversion Coverage" in Section 2 will be reduced by the amount of accelerated benefit you receive. Because accelerated benefits may be taxable, we encourage you to consult your tax advisor before receiving them.

## **Waiver of Premium**

### **How You Qualify for Waiver of Premium**

If, while you are both Actively Working and covered under the Policy, you become Totally Disabled, as determined by us, the monthly premium for your life insurance will be waived if **all** of the following apply:

- You become Totally Disabled after the effective date of your coverage but before you reach age 60, you remain Totally Disabled for a period of 9 consecutive months, and your Total Disability is expected to continue indefinitely.
- You apply for waiver of premium on our standard form after 9 consecutive months of Total Disability and within 12 months of the day you ceased to be Actively at Work for the Employer. You can obtain a form by calling an eligibility services representative at the Trust.
- You provide proof of Total Disability, satisfactory to us, after 9 consecutive months of Total Disability and within 12 months of the day you ceased to be Actively at Work for your Employer. A Physician's statement that you are Disabled or Totally Disabled,

without accompanying objective, contemporaneous medical evidence, is not sufficient to substantiate your Disability or Total Disability.

- The required premiums are received until you qualify for waiver of premium.

If you qualify, we will notify you in writing and begin waiving your premium on the first day of the month following 9 consecutive months of Total Disability. The 9-month waiting period is called an **elimination period**.

**Note:** To satisfy the **elimination period**, you must be Totally Disabled for 9 **consecutive** months. If you return to work for any employer for any length of time after your **elimination period** has begun, the required 9-month **elimination period** will start over.

Note that our definition of Total Disability in Section 1 is the same as the Social Security Administration's definition. Therefore, if you have been awarded Social Security Disability Insurance (SSDI) benefits at the time you would qualify for waiver of premium under the Policy, we will presume that you are Totally Disabled for purposes of waiving your premium. If, however, you have not been awarded SSDI benefits, or if your SSDI application for those benefits is pending, we will presume that you are not Totally Disabled for purposes of waiving your premium and will not apply the waiver.

If you subsequently receive SSDI benefits retroactively to the last date you worked, we will presume you were Totally Disabled on that date and retroactively apply the waiver, subject to the 9-month **elimination period**.

### Your Coverage During Waiver of Premium

The coverage that will continue under this provision is that which was in effect on the last day you were Actively at Work. The waiver will apply to premiums for all insurance coverage in force on your life on your last day of work. Note, however, that premiums for

Dependent Life Insurance will **not** be waived even if that optional benefit is part of your coverage. To keep that coverage in force, you must pay the applicable premiums when due.

### Qualifying for Ongoing Waiver of Premium

To qualify for ongoing waiver of premium, you must provide proof of your continued Total Disability upon request. Further, you must be under the regular care of a Physician. This means that **all** of the following must apply:

- You are being seen by a Physician at intervals of time appropriate for treating your impairment(s).
- The Physician is rendering and/or prescribing a pertinent treatment plan or a practical protocol, if one exists, for alleviating or eliminating the impairment(s) causing the Total Disability.
- You are complying with all aspects of the Physician-prescribed treatment plan.

### When Waiver of Premium Begins and Ends

Waiver of premium will begin on the first day of the month following 9 consecutive months of Total Disability, provided you have met the qualifying requirements specified above, and will continue until the earliest of the following dates:

- The date you cease to be Totally Disabled and are able to engage in any substantial gainful activity, as determined by us.
- The date your Social Security Disability Insurance benefits end for any reason.
- The date you begin Actively Working for your Employer or any employer.
- The date you cease to comply with all conditions for ongoing waiver of premium as specified in the Policy.
- The date you fail to furnish the required proof of continued Total Disability or refuse to be examined by a Physician.

- The date you cease to be eligible for coverage under the terms of the Policy.
- Your 65th birthday.
- The date of your death.

## **Incontestability**

We will not use any statement you make, except a signed, written statement, or a fraudulent misrepresentation, to contest the validity of any insured person's coverage under the Policy after that coverage has been in force for 2 years from its date of issue. Note that if your coverage includes Dependent Life Insurance, these incontestability provisions additionally apply to any insured dependents.

Any increase in coverage or reinstatement of coverage, as requested by application from any insured person, will begin a new 2-year contestable period for the amount of the increase or reinstated coverage from the effective date of such coverage.

## **Misstated Age or Sex**

If you misstate your age or sex (or that of a dependent, if applicable) at the time you apply for insurance and you do not correct it during the person's lifetime, the benefits payable under the Policy will be those payable, for the premium paid, had you stated the correct age and sex.

## **Noncompliance With Policy Requirements**

If we expressly waive any requirement of the Policy, including the optional benefits if any, our waiver will not establish a continuing waiver of that requirement. Further, if we fail to insist on compliance with any Policy provision, our failure will not constitute a waiver or amendment of that provision.

# Section 4

## Base Term Life Insurance

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The benefits described in this Certificate are term life insurance benefits. Thus, the Policy pays a death benefit if you die during the period your coverage is in force. The Policy does not accumulate cash value and, therefore, has no cash surrender value. This section describes your Base Term Life Insurance benefit. The amount of your Base Term Life Insurance is specified on your Benefit Summary.

If you die while you are covered under the Policy, the Company will pay your Base Term Life Insurance benefit to the designated beneficiary(ies) on file in the offices of the Trust, according to the terms of the Policy. Payment will be made in a lump sum when we have received a claim and the required proof of loss. Claim and proof of loss requirements are described in Section 5.

### Amount of Your Base Term Life Insurance Benefit

The amount of your Base Term Life Insurance benefit is:

- The amount of Base Term Life Insurance in force on the date of your death;
- Subject to any reduction applicable to your age and retirement status;
- Less any benefit paid to you as an accelerated life benefit; and
- Less any premium due.

The amount of your Base Term Life Insurance and any applicable reduction based on age and retirement status is specified on your Benefit Summary.

**Note:** The total amount of life insurance in force on your life and, thus, your life insurance benefit, cannot exceed the Plan Maximum established for coverage under the Policy. Plan Maximum includes benefit amounts payable for Base Term Life Insurance and Additional Purchase Life Insurance, if any. The Plan Maximum does not include benefit amounts payable for Accidental Death and Dismemberment Insurance. The Plan Maximum is shown on the Benefit Summary.

If there is no named beneficiary, we may, at our discretion, pay up to \$1,000 of your benefits to anyone who has paid expenses for your final illness or burial. Any amount paid for this purpose will be deducted from the benefit amount we pay to the final beneficiary.

Any payment made in good faith under these provisions will release the Company's liability for the amount of that payment.

# Section 5

## Claim Procedure

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This section tells how to file a claim for benefits. Before benefits are paid, the claimant must give notice of claim and proof of loss that provides the information we need to establish a covered loss, determine the proper beneficiary, and pay the appropriate benefits.

The claimant must provide notice of claim and proof of loss within the time limits specified below. Wisconsin law extends this time to 12 months beyond the time limit required by the Policy, but only if we are not prejudiced by the delay and it was not reasonably possible to meet that limit. Proof of loss must be provided without cost to us.

### Notice of Claim

To initiate a claim for benefits, the claimant must send written notice of the claim to the Trust within the following time periods:

- For a death claim, written notice must be given within 90 days after the date of death.
- For an accidental dismemberment claim, written notice must be given within 90 days after the covered employee's date of loss.
- For a waiver of premium claim, written notice must be given after 9 consecutive months of Total Disability and within 12 months of the last date the employee was Actively at Work for the Employer.

You may provide notice of claim on our claim form, which can be obtained by calling the Trust offices. Claim forms will be sent within 15 days of a request. If a claim form is not sent within 15 days of your request, we will consider any written notice of claim to be sufficient if it contains enough information for us to identify the insured person and the nature of the claim.

### Proof of Loss

To substantiate a claim for benefits, the claimant must send proof of loss to the Trust within the time period specified above for notice of claim. Proof of loss must be provided on our claim form, which specifies the information we need to establish that there has been a covered loss.

The claimant is responsible for providing proof of loss that we deem sufficient. Depending on the type of claim, proof of loss may include, but is not limited to, certified death certificates, statements from the attending Physician, autopsy reports, police accident reports, affidavits, laboratory results, toxicology results, and medical records.

We do not pay any cost a claimant incurs in establishing proof of loss. This includes, but is not limited to, the cost of completing forms, copying and transmitting medical documentation, and securing documents that support the claim for benefits.

Wisconsin law extends the time permitted to file the notice of claim or proof of loss to



12 months beyond the time limit the Policy requires, but only if we are not prejudiced and it was not reasonably possible for the claimant to meet that time limit.

## **Our Right of Examination or Autopsy**

We have the right to require a covered individual to be examined by a health care or vocational professional of our choice and at our expense, when and as often as it is reasonable with respect to any claim for benefits, waiver of premium, or eligibility.

We also have the right to have an autopsy performed in case of death if not forbidden by law. Such an autopsy is at our expense.

## **How and When Claims Will Be Paid**

Benefits will be paid to the beneficiary or beneficiaries on record with the Trust within 30 days after we receive proof of loss that we deem sufficient. Payment will be in a lump sum.

In the event a beneficiary is disqualified by law from receiving the benefits (e.g., the primary beneficiary wrongfully killed the insured person), benefits will be paid to the remaining primary beneficiaries if any, to the secondary beneficiaries if applicable, or to the first surviving class of the insured person in the following order:

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

In the event a beneficiary is a minor child, the Company may, at its option, pay the benefits in one of the following ways:

- To the individual who has guardianship of the minor child's estate.
- To a trust account set up in the minor child's name at a financial institution.
- To an interest-bearing account we establish in the minor child's name at a financial institution until the child is of age.

We have the right to require affidavits or statements we deem necessary to accurately pay benefits. Our decision from such information will be final. We may, at our option, first pay up to \$1,000 of your benefits to anyone who has paid expenses for your final illness or burial. Any amount paid for this purpose will be deducted from the benefit amount we pay to the final beneficiary.

## **Our Right to Recover Overpayment**

Whenever we find that any information related to a claim is fraudulent, misleading, inaccurate, or incomplete, we have the right to retroactively modify our claim payment. Also, if we pay benefits that exceed the Policy's entitlements, we are entitled to recover the excess from the party to whom the inaccurate payment was made. Repayment must be made immediately upon our notification that a refund is due. We have the right to charge reasonable interest on the delinquent amount.

# Section 6

## Your Right to a Resolution of Disputes

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You have a right to understand your benefits under the Policy and our decisions concerning your claim for benefits. You also have rights under the Policy and by law to receive a full and fair review of any denial of a claim. This section explains those rights and how to access them.

### Right to Information and Explanation

If you have questions about your benefits or our payment of a claim for benefits, we encourage you to call the Trust and visit with a life insurance representative, who can provide the information you need.

If your claim is denied, in whole or in part, you will receive a written explanation of the denial, including specific references to the Policy provisions on which the denial is based.

### Right to a Full and Fair Review of Your Claim

If, after talking to a Trust representative or receiving the written explanation, you believe you have not received the benefits to which you are entitled, you may seek a review of that decision. For information about our review process, contact the following:

Office of General Counsel  
WEA Insurance Trust  
P.O. Box 7338  
Madison, WI 53707-7338  
(608) 276-4000 or (800) 279-4000

### Right to File a Complaint With the Office of the Commissioner of Insurance

You also have the legal right to file a complaint with the *Office of the Commissioner of Insurance*, a state agency that enforces Wisconsin's insurance laws. You can contact the *Office of the Commissioner of Insurance* by writing to:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873

Alternatively, you can call (800) 236-8517 outside of Madison, or (608) 266-0103 in Madison, and request a complaint form.

### Legal Actions

You may not bring an action at law or in equity until 60 days after written proof of loss is required to be given and unless *both* of the following apply:

- You have exhausted the review procedure described above.
- You file a legal action within 3 years of the date your claim was required to be submitted.

# Optional Benefit Provisions

These benefit provisions do not apply to your coverage unless they are listed on your Benefit Summary.

**Coverage under these optional benefit provisions is subject to all the terms, conditions, and limitations of the Policy unless stated otherwise.**

# Accidental Death and Dismemberment Insurance

This benefit provision applies to your coverage only if your Benefit Summary indicates “Accidental Death and Dismemberment.”

Coverage under this option is subject to all the terms, conditions, and limitations of the Policy unless stated otherwise.

This optional benefit provides a benefit for a covered employee:

- Who is accidentally injured while covered under this optional benefit; *and*
- As a direct result of that *accidental injury*, suffers a covered loss within 365 days of the injury.

## Accidental Death and Dismemberment Benefit

An *injury* is an occurrence or event that hurts, damages, or wounds the body to the extent that it impairs the soundness of health or bodily functions. An *accidental injury* is an injury that occurs because of an unforeseen, unexpected event. To be eligible for a benefit under this option, the loss must occur within 365 days of the date of the accidental injury that caused the loss. In addition, the loss must be the direct result of the accidental injury and not attributable, in whole or in part, to another cause. Covered losses and the benefit amount payable for each loss are listed on the Benefit Summary.

If you suffer more than one covered loss as the result of the same accidental injury, the maximum benefit payable will never exceed 100% of the Base Term Life Insurance in force on your life on the date of that accident. The amount of your Base Term Life Insurance is specified on the Benefit Summary.

## Beneficiary of Your Accidental Death and Dismemberment Insurance

In the event of a covered dismemberment loss, the benefit will be paid to you in a lump sum. In the event of your death as the result of an accidental injury, the benefit will be paid in a lump sum to the beneficiary(ies) you have named for your Base Term Life Insurance. Payment will be made when we have received a notice of claim and the required proof of loss. Claim and proof of loss requirements are described in Section 5.

## Definitions That Apply to This Optional Benefit

***Loss of a hand or foot***—Complete severance at or above the wrist or ankle joints. A hand or foot that is surgically reattached is not a covered loss.

***Loss of a leg or arm***—Complete severance at the shoulder or hip, or permanent loss of use due to paralysis or stiffening that includes the loss of use of the attached hand or foot.

***Loss of sight***—Total and permanent loss of sight that cannot be restored.

***Loss of thumb and index finger***—Complete severance at or above the metacarpophalangeal joint of both digits of one hand.

## **Exclusions and Limitations That Apply to This Optional Benefit**

No benefit will be paid for losses caused or contributed to by any of the following:

- War or an act of war, whether war has been declared or not.
- A loss or an injury that occurs while serving on full-time active duty in any armed forces, including the military reserves.
- Active participation in a war, whether declared or undeclared.
- Suicide, attempted suicide, or any intentional self-inflicted injury while sane or insane.
- Injury sustained while incarcerated.
- Participation in a riot, rebellion, or insurrection.
- Mental or bodily infirmity, sickness, disease, any type of hernia, or bacterial infections, except for pyogenic infections that occur through an accidental wound and infections resulting from accidental ingestion of poisonous food substances.
- Medical treatment for any mental or bodily infirmity, sickness, disease, or infection.
- Injury sustained while committing or attempting to commit a crime or engaging in an illegal occupation.

- Intentional injection, inhalation, or ingestion of any controlled substance, drug, narcotic, or hallucinogen not prescribed for you by a Physician or not used in the manner prescribed by the Physician.
- Your intoxication. Intoxication means a diminished ability to act with full mental and physical capabilities because of alcohol or drug consumption. With reference to alcohol, intoxication means that your blood alcohol level meets or exceeds the legal limit past which you are considered intoxicated under the laws of the state in which the accidental injury occurred. For purposes of this policy, a determination of intoxication will not require the measurement of a blood alcohol level if no measurement was taken, but can be based upon reliable field reports and clinical observations, specifically police reports and medical records.

## **When Coverage Under This Option Ends**

Your coverage under this optional benefit is subject to the provisions describing “When Coverage Ends” in Section 2. Additionally, your coverage under this option will end on the date on which your Employer terminates coverage under this optional benefit.

“Your Right to Conversion Coverage” in Section 2 does not apply to this optional benefit.

# Additional Purchase Life Insurance

This benefit provision applies to your coverage only if your Benefit Summary indicates “Additional Purchase Life Insurance” and you are enrolled in this optional benefit.

Coverage under this option is subject to all the terms, conditions, and limitations of the Policy unless stated otherwise.

This optional benefit offers additional term life insurance to employees who have Base Term Life Insurance coverage under the Policy and whose Employer makes this option available. Such term life insurance is in addition to the Base Term Life Insurance.

## Minimum Participation Requirement

The Benefit Summary specifies the benefit levels for which purchase is guaranteed if the minimum Employer participation requirements are met. This means that all employees who apply, within 30 days of becoming eligible, for additional insurance at those benefit levels will be enrolled, without evidence of insurability, as long as a minimum of 10 eligible employees, or 25% of the eligible class of employees, whichever is more, are enrolled in this option. If our minimum Employer participation requirements are not met, we will require evidence of insurability from all applicants for all benefit levels.

## Amount of This Benefit

The Benefit Summary shows the amount of additional insurance available. The Letter of Confirmation or Change of Coverage, which you receive with your Benefit Summary after you are enrolled in this option, specifies the benefit level applicable to your coverage.

## How to Obtain Coverage

To obtain this coverage, your Employer must offer it, and you must apply by submitting an enrollment form and evidence of insurability, if required, to the Trust within 30 days of the date you are first eligible. If you apply after the 30-day period, your enrollment will be subject to the “Rules for Late Enrollment” in Section 2.

You will be required to provide evidence of insurability in any of the following circumstances:

- You do not apply within 30 days of the date you are first eligible for this coverage.
- The minimum Employer participation requirements are not met.
- You apply for coverage at a benefit level that requires evidence of insurability. The benefit levels that always require evidence of insurability are specified on the Benefit Summary.
- You apply for an increase in coverage.

Evidence of insurability procedures and requirements are described in Section 3.

Coverage will be provided only when we have approved your enrollment form and any required evidence of insurability. When we approve your enrollment, we will notify you in writing of the effective date of the coverage. We will also notify you in writing if we do not approve your enrollment.

While we are considering your application and evidence of insurability for the requested benefit level, you will be enrolled in the highest benefit level for which you are eligible without evidence of insurability if **both** of the following apply:

1. Our minimum Employer participation levels are met.
2. Your application is not late; that is, you apply within 30 days of the date you first become eligible.

### **Exclusions That Apply to This Optional Benefit**

If you die as a result of suicide or other intentionally self-inflicted injury, while sane or insane, no benefit will be paid under this optional provision in the following circumstances:

- Your death occurs within 12 months of the date your coverage under this option first became effective.
- Your death occurs within 12 months after any benefit increase under this option first became effective. In this case, benefits will be paid for any coverage under this optional benefit that has been in effect for 12 months or more.

### **When Coverage Under This Option Ends**

Your coverage under this optional benefit is subject to the provisions describing “When Coverage Ends” in Section 2. Additionally, your coverage under this optional benefit will end on the date on which your Employer terminates coverage under this optional benefit.

# Dependent Life Insurance

This benefit provision applies to your coverage only if your Benefit Summary indicates “Dependent Life Insurance” and you are enrolled in this optional benefit.

Coverage under this option is subject to all the terms, conditions, and limitations of the Policy unless stated otherwise.

## Minimum Participation Requirements

This optional benefit offers term life insurance on the lives of eligible dependents of employees who have Base Term Life Insurance coverage under the Policy and whose Employer makes this option available. It is available to an Employer group only if a minimum of 10 eligible employees or 10% of the eligible class of employees, whichever is more, enroll a dependent for coverage under this option. If our minimum Employer participation requirements are not met, this optional benefit will not be available to anyone in the eligible class of employees.

## Dependents Who Are Eligible for Coverage

If you have Base Term Life Insurance coverage under this Policy and your Employer makes this option available to you, the following dependents are eligible for coverage if they are not disabled (see Disabled Dependents below):

1. Your legal spouse.
2. Your biological child, legally adopted child, stepchild, or legal ward\* who is unmarried and
  - At least 14 days old but under the age of 19 years.
  - Between the ages of 19 and 25 and enrolled as a **full-time student** in an accredited school, college, or university.

These dependents are covered between school terms (for example, summer months) if they complete the preceding term.

**Full-time student** means a person who is enrolled in school on a full-time basis as defined by the school the student attends. As used here, the word “school” means an accredited college or university or a licensed or certified vocational or technical training institution. A full-time student will cease to be a full-time student on the date that person is no longer a full-time student according to the records of the school.

**\*Note:** To be initially eligible for coverage, your legal ward must be under the age of 18 or must be a ward who was covered by the previous employer-sponsored group life insurance policy that this Policy replaced. In addition, you must have sole and permanent guardianship of both the individual and the individual's estate.

## How to Obtain Coverage for Your Dependents

Your dependents are eligible for coverage on the latest of these dates:

- The date this optional benefit is effective for your Employer.
- The date you are eligible for coverage under this policy.
- The date on which your dependents first become eligible.



Coverage for your dependents will begin on the date they first become eligible if you have applied for their coverage by submitting an enrollment form within 30 days of that date. We will notify you in writing of their enrollment. If you apply for their coverage after the 30-day period, their enrollment will be subject to the “Rules for Late Enrollment” described in Section 2.

### **New Dependents Obtained Through Marriage**

If you marry, you may obtain coverage for any new eligible dependents, if they are not disabled (see Disabled Dependents below). Their coverage will begin on the date of your marriage if you have applied for their coverage by submitting an enrollment form within 30 days of your marriage. We will notify you in writing of their enrollment. If you do not apply within 30 days of the date of your marriage, coverage for your eligible spouse and dependents will be subject to the “Rules for Late Enrollment” described in Section 2.

### **Coverage for Newborn and Adopted Children**

A newborn is eligible for coverage at the age of 14 days. An adopted child who is 14 days or older is eligible for coverage on the date that a court makes a final order granting adoption or on the date that the child is legally placed with you for adoption, whichever is earlier.

If you have dependent life insurance coverage in force on the date that a dependent first becomes eligible, additional new dependents will become covered upon notification to the Trust, if they are not disabled, without an increase in premium. You must call the Trust within 60 days to provide information on the names and birth dates of dependents who become newly eligible.

If you do not have dependent life insurance coverage in force on the date a dependent

becomes eligible, you must apply for the dependent's coverage within 30 days of the date the dependent first becomes eligible, or within 60 days of that date in the case of adoption. If you do not apply within the specified time limit, the dependent's coverage will be subject to the “Rules for Late Enrollment” described in Section 2.

### **Disabled Dependents**

If, on the date coverage would otherwise be effective, a dependent is disabled, as determined by us, and thus cannot perform activities that other dependents of that age regularly or normally perform, that dependent will not be eligible for coverage until the disability ends and regular, normal activity resumes.

### **Dependent Life Insurance Benefit**

If your covered dependent dies while covered under this optional benefit, the life insurance benefit will be paid to you. The benefit will be the amount of life insurance in force on that dependent's life on the date of death. Payment will be made in a lump sum when we have received a notice of claim and the required proof of loss. Claim and proof of loss requirements are described in Section 5.

### **Accelerated Life Benefit**

If a covered dependent becomes terminally ill while covered under this optional benefit, that dependent may choose to receive up to 50% of the life insurance in force while he or she is still living. This is known as an accelerated benefit. The accelerated benefit, including how to apply for it, is described in Section 3.

**Note:** Premium for coverage will be payable until the date of death as if an accelerated life benefit had not been paid. You may not terminate or reduce any of the dependent's coverage under the Policy.

## When Coverage Under This Option Ends

A dependent's coverage will end on the earliest of these dates:

- The date your coverage under the Policy ends for any reason, as described under "When Coverage Ends" in Section 2.
- The end of the period for which the last required premium was paid for your dependents' coverage under this optional benefit. (Note that waiver of premium never applies to this optional benefit.)
- The date on which your dependent enters the military forces of any state or country, including the United States.
- The date on which your dependent is called to active duty in the armed forces of any state or country, including the United States. This includes being called to active duty as a member of a reserve unit of the armed forces.
- The date on which your dependent ceases to be eligible under the provisions of this optional benefit.
- The date on which your dependent fails to comply with any provision of the Policy.
- The date on which your Employer terminates coverage under this optional benefit.

## Right to Conversion Coverage

A dependent who loses coverage under this optional benefit due to one of the reasons described below has the right to purchase a conversion policy, without further evidence of insurability, if the dependent applies and pays the first month's premium within 31 days from the date coverage was lost. Note that if coverage was lost because premiums were not paid as required, the dependent is not eligible to purchase a conversion policy.

The type of conversion coverage available will be any individual life insurance policy, except for term life insurance, that the Company has available for the dependent's age group and benefit level. The premium will be that applicable to the dependent's age and risk class.

The amount of the conversion coverage may equal, but not exceed, the amount of life insurance in force on the date coverage ended if a dependent loses coverage for one of the following reasons:

- You die.
- You are no longer employed by your Employer.
- You are no longer a member of the eligible class of employees specified by your Employer in the Agreement.
- Your dependent ceases to be eligible for coverage under the provisions of this optional benefit.

A dependent may also purchase a conversion policy if he or she has been covered by the Policy for 5 years and coverage ends for one of the following reasons:

- Your Employer terminates coverage for Dependent Life Insurance under this optional benefit.
- Your Employer terminates coverage under the Policy.

Under these two circumstances, the amount of the conversion coverage may not exceed the lesser of these two amounts:

1. The amount of life insurance in effect for the dependent on the day coverage ended, reduced by any amount of life insurance the dependent becomes eligible for within 31 days after that termination and any amount paid under the accelerated life benefit described in Section 3.
2. \$5,000.

### **How to Obtain Conversion Coverage**

To obtain conversion coverage, the dependent must apply and pay the first month's premium within 31 days from the date coverage under this optional benefit was lost. The conversion coverage will then become effective on the date the dependent's coverage under this Policy terminates. If the dependent is a minor or is not competent to apply for conversion coverage, a parent or duly appointed guardian may apply on his or her behalf within the

31-day period allowed for conversion. Call the Trust for information on how to apply.

If application for a conversion policy is not received within the 31-day period, the right to conversion coverage is no longer available.

If the dependent dies within the 31-day period allowed for conversion but before a conversion policy is effective, the Company will pay you the amount that could have been converted, less any premium due.

# Domestic Partner Coverage

This benefit provision applies to your coverage only if your Benefit Summary indicates “Domestic Partner,” and you are enrolled in this optional benefit.

Coverage under this option is subject to all the terms, conditions, and limitations of the Policy unless stated otherwise.

This optional benefit offers coverage to domestic partners and their children. It is available to employees who have Base Term Life Insurance and Dependent Life Insurance coverage, and whose Employer makes this option available, subject to all of the following provisions.

Under this optional benefit, domestic partners and their children, unless they are disabled, are eligible for coverage under the Policy as dependents of covered employees. During the term of the domestic partnership, a domestic partner, if approved for coverage, has the same coverage as a legal spouse under the Policy. His or her biological or legally adopted children who meet the Policy’s requirements for dependent eligibility, if approved for coverage, have the same coverage as an employee’s stepchildren under the Policy.

## Definition of Domestic Partner

We define a domestic partner as an individual with whom you have agreed to live as sole domestic partners in a relationship that is characterized by **all** of the following:

- You have a committed spousal-type relationship of mutual support and caring, and you intend to remain in the relationship indefinitely.
- Your domestic partnership is, and has been for the past 6 months, publicly

acknowledged and commonly recognized within the communities in which you live and work.

- You share financial resources and have agreed to be responsible for each other’s common welfare.

## Qualifying for Eligibility as a Domestic Partner

To establish that the individual qualifies for eligibility as a domestic partner, both of you must attest to **all** of the following on our Designation of Domestic Partner form:

1. You are both 18 years of age or older.
2. You are both mentally competent to make the declarations required by the form.
3. You are not related by blood closer than would bar marriage in the state of Wisconsin.
4. For at least the past 6 months, **all** of the following have been true:
  - You have lived together in the same dwelling unit.
  - Neither of you was married or legally separated in marriage.
  - Neither of you was a party to an action or proceeding for divorce or annulment.
  - Neither of you was in another domestic partnership.

- You were financially interdependent as evidenced by at least **two** of the following:
  1. Common ownership of a motor vehicle.
  2. Joint ownership of a residence.
  3. Joint credit account; for example, a credit card.
  4. Joint checking or savings account.
  5. Your domestic partner is identified as primary beneficiary in your will, life insurance policy(ies), tax-sheltered annuity account(s), IRA(s), or other retirement accounts.
  6. Joint financial investments.
  7. Other evidence of mutual financial interdependency that we deem acceptable.

The signed Designation of Domestic Partner form is part of the contract of insurance, and we reserve the right to verify the information at any time.

Your domestic partner, if not disabled, is eligible for coverage on the later of these two dates:

- The date you are eligible for coverage.
- The earliest date on which your domestic partnership fulfilled all of the conditions we have described above.

## How to Obtain Coverage

Your domestic partner's coverage begins on the date he or she is eligible if you have submitted the required documents within 30 days of that date and we approve the enrollment. The two required documents are these:

1. An enrollment form, listing all individuals for whom you wish coverage.
2. The signed Designation of Domestic Partner form.

If the required documents are not submitted within 30 days of initial eligibility, the Policy's "Rules for Late Enrollment" described in Section 2 apply.

Policy provisions that pertain to an employee's covered spouse apply to your covered domestic partner during the term of the domestic partnership.

Biological or legally adopted children, except for disabled children, of your covered domestic partner are eligible to be enrolled under the Dependent Life Insurance optional benefit on the same date as the domestic partner is eligible. Coverage for these children begins on the date they are eligible if you have applied for their coverage by submitting the required documents, listed above, within 30 days after they first become eligible and we have approved enrollment for your domestic partner. Policy provisions that pertain to the stepchildren of an employee apply to your domestic partner's children. Therefore, they are eligible for coverage only as long as your domestic partner remains eligible and they meet the eligibility requirements described in the Dependent Life Insurance optional benefit.

For purposes of this insurance, the domestic partnership ends on the earlier of these dates:

- The date that one or more of the criteria on the Designation of Domestic Partner form ceases to be fulfilled.
- The death of one of the two individuals in the domestic partnership.

The end of a domestic partnership has the same consequences under the Policy as divorce or annulment of marriage. Therefore, the domestic partner and his or her children are no longer eligible for coverage as of the date the domestic partnership ends. They may obtain a conversion policy, without further evidence of insurability, if they apply within the 31-day conversion period, which begins on the date they lost coverage. Conversion rights are explained in Section 2.

# Retiree Benefit—Pay-As-You-Go

This benefit provision applies to your coverage only if your Benefit Summary indicates “Retiree Benefit—Pay-As-You-Go.”

Coverage under this option is subject to all the terms, conditions, and limitations of the Policy unless stated otherwise.

This optional benefit provides an opportunity to extend your Base Term Life Insurance, which would otherwise end at retirement, subject to all of the following provisions.

## Coverage Continuation Option for Retirees

If you retire at age 55 or older while you are covered by this optional benefit, you have the option of continuing your Base Term Life Insurance coverage under the same conditions as before your retirement, even though you are no longer Actively Working as a member of the eligible class of employees. You may continue coverage under this option as long as **both** of the following apply:

- The required premiums are received.
- The eligible class of employees to which you belonged before your retirement continues to be insured under the Policy.

If you do not choose to continue coverage under this option at the time you retire, you may not do so later even during an open enrollment period. Note that this continuation option is **not** available for any of the following optional benefit provisions:

- Accidental Death and Dismemberment Insurance
- Additional Purchase Life Insurance
- Dependent Life Insurance

## Premiums

Premiums will be based on the group rates in effect for your Employer for each month for which premium is due. Premiums are due on or before the premium due date.

If you are on waiver of premium when you reach age 65, your coverage will continue without further premium payments until your death.

## Amount of Your Benefit

The coverage you are entitled to continue is the Base Term Life Insurance in force for you on the date you retire, subject to any reduction applicable to your age and retirement status. The percentage of life insurance in force based on your age and retirement status is shown on the Benefit Summary.

If your Employer changes any benefit of its life insurance plan after you retire, the change will not apply to your coverage.

# Retiree Benefit—Prepaid

This benefit provision applies to your coverage only if your Benefit Summary indicates “Retiree Benefit—Prepaid.”

Coverage under this option is subject to all the terms, conditions, and limitations of the Policy unless stated otherwise.

This optional benefit provides an opportunity for your Base Term Life Insurance, which would otherwise end at retirement, to remain in force, without further premium payments after age 65 or retirement, whichever is later, subject to all of the following provisions and requirements.

## Coverage Continuation Option for Retirees

If you retire at age 55 or older while you are covered by this optional benefit, you have the option of continuing your Base Term Life Insurance coverage under the same conditions as before your retirement, even though you are no longer Actively Working as a member of the eligible class of employees. If you do not choose to continue coverage under this option at the time you retire, you may not do so later even during an open enrollment period.

The coverage continuation option is **not** available for any of the following:

- Accidental Death and Dismemberment Insurance
- Additional Purchase Life Insurance
- Dependent Life Insurance

You may continue Base Term Life Insurance coverage under this option only if you meet the eligibility requirements specified below.

## Eligibility Requirements

You may continue coverage as long as **all** of the following apply:

- You meet at least one of the following three criteria:
  1. You have 10 or more years of service with your current Employer.
  2. You have 10 or more years of coverage under a WEA Trust-sponsored group term life insurance plan that includes the Retiree Benefit—Prepaid optional benefit.
  3. You have 10 or more years of service in the Wisconsin Retirement System (WRS).
- The eligible class of employees to which you belonged before your retirement continues to be insured under the Policy.
- The required premiums are received when due.

If you are eligible to continue coverage, as described above, we will notify you in writing.

## Premiums

Premiums for your coverage continuation will be based on the group rates in effect for the Employer for each month for which premium is due. Premiums are due on or before the premium due date.

## **Amount of Your Benefit**

The coverage you are entitled to continue is the Base Term Life Insurance that was in effect on the date you retired, subject to any reduction applicable to your age and retirement status. The percentage of life insurance in force based on your age and retirement status is shown on the Benefit Summary.

If your Employer changes any benefit in its life insurance plan after you retire, the change will not apply to your coverage.

## **When You Qualify for the Prepaid Benefit**

You will qualify for the prepaid benefit on the later of the following dates if all required premiums have been received until that date:

- Your 65th birthday.
- The date you retire.

Once you have qualified for the prepaid benefit, your coverage will remain in effect until your death without future premium payments.



# Appendix

Trustmark Life Insurance Company ("Company") certifies only the preceding pages.

The following pages are not certified by the Company. They contain additional information regarding the relationship between the WEA Insurance Trust ("the Trust") and its participating Employers and their eligible employees.

The Company takes no liability, fiduciary responsibility, or administrative responsibility for the content of the following pages. They are the responsibility of the Trust, and any questions about their content should be directed to:

WEA Insurance Trust  
45 Nob Hill Road (53713-3959)  
P.O. Box 7338 (53707-7338)  
Madison, Wisconsin  
(608) 276-4000  
(800) 279-4000

# Rights and Obligations of the Employer and the WEA Insurance Trust

This section describes the Agreement between the WEA Insurance Trust and the Employer that purchases WEA Trust Life Plan coverage for its employees.

Whenever the words “we,” “us,” and “our” appear in this Appendix only, they refer to the WEA Insurance Trust.

## **General Information About This Coverage**

This is a term life insurance plan sponsored by the Trust. Its coverage is provided by a Policy underwritten by Trustmark Life Insurance Company of Lake Forest, Illinois, administered by the Trust, and described in the foregoing Certificate. Employers that meet the requirements described below may sign an Agreement with us to purchase the coverage for their employees.

We are pleased to answer any questions about the benefits or requirements of the coverage provided under the Policy. Call us at (800) 279-4000 or (608) 276-4000 and ask to speak with a life insurance representative.

## **Requirements for Employer Participation in this Plan**

1. The Employer and a bargaining unit affiliated with the Wisconsin Education Association Council must have negotiated WEA Trust life plan coverage.
2. The Employer’s plan that provides the benefits of the Policy must satisfy the nondiscrimination requirements of I.R.C. sec. 501(c)(9) and sec. 505(b).
3. The Employer must meet and maintain the following minimum participation and contribution requirements:
  - For *noncontributory* life insurance, 100% of all eligible employees must be enrolled. *Noncontributory* insurance is coverage for which the Employer pays the entire premium.
  - For *contributory* life insurance, 75% of all eligible employees must be enrolled. *Contributory* insurance is coverage for which the employee pays part of the premium.
  - The Employer must contribute at least 25% of the premium cost for a *contributory* plan.

If these requirements are not maintained, we have the right to terminate or nonrenew the Agreement.

## **Agreement Between the Employer and Us**

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These are the documents that comprise the Agreement:

- The Policy, any amendments, and any optional benefit provisions.
- The Benefit Summary.
- The Rate Summary.
- The Agreement between the Employer and the Trust, which specifies the eligible class(es) of employees, any waiting period, and the effective date of coverage.
- The terms and conditions contained in this Appendix.
- The employees' enrollment forms.
- Evidence of insurability forms, if required.
- Designation of Domestic Partner forms, if applicable.

No change in the Agreement is valid unless written and signed by one of our officers.

## **Premiums**

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### **When Due**

Premiums are due each month on or before the 20th day of the month that precedes the month of coverage. This due date applies to Employers as well as covered individuals who pay their premiums directly to us.

### **Amount of Premium**

The premium will always be based on the rates for the benefits that are in effect for the month for which premium is due. For Employers, the monthly premium due is the sum of the premiums for all covered individuals. Premium is due for each individual for each month he or she is covered by the Policy at least one day, except when an individual's coverage begins after the 15th day of a month, the premium liability for that individual will not begin until the first day of the following month.

The Employer must notify us immediately when an employee is no longer eligible for coverage. Premium liability for such an employee will end on the last day of the month in which the employee ceased to be eligible. We are not obligated to provide benefits to any individual who is not eligible for coverage even if premiums have been paid for that individual.

### **Premium Changes**

We may establish a new premium rate on any of these dates:

- Any date on which the Agreement is renewed, if we notify the Employer at least 31 days in advance.
- Any date premium is due, if the previous rates have been in effect for at least 12 months and we notify the Employer at least 31 days in advance.
- Any date on which the Employer and we agree to materially change any provision of the Agreement.
- Any date on which a federal or state statute, the governmental administration of a statute, or the Company materially changes any provision of the Agreement.
- Any date on which a premium tax law is changed or added.

- Any date on which the Employer fails to maintain minimum participation requirements, in lieu of termination of the Agreement. An adjustment to the premium will not be deemed a waiver of the Trust's rights to terminate the Agreement for lack of participation.

We will never increase premium rates by 25% or more without giving a 60-day notice to the Employer.

### **Premium Grace Period**

We will allow a grace period of 31 days for the payment of any premium due except the first. Coverage will remain in force during the grace period. However, if the premium is not paid within the 31-day grace period, coverage will end at the end of the grace period. In this case, the Employer is liable for premium to the date of termination, including any costs and reasonable legal fees we incur in collecting the premium owed.

We may agree to waive termination of coverage resulting from nonpayment of premium. If we do, we have the right to charge interest on the delinquent premium and the Employer must pay that interest. The interest rate charged will be the prime interest rate published in *The Wall Street Journal* on the first business day of that month plus 1%.

No grace period applies, however, if the Employer or we have given written notice of termination to the other.

### **Termination of Coverage**

#### **By the Employer**

The Employer can terminate coverage under the Agreement on the first day of any month by giving us written notice at least 31 days before that date.

#### **By Us**

We will not terminate the Agreement between renewal dates except for one or more of the following reasons:

The Employer's failure to pay premium when due.

- Fraud or misrepresentation by the Employer.
- Substantial breaches of contractual duties, conditions, or warranties by the Employer.
- The Employer's failure to meet the minimum participation and contribution requirements specified above.
- The Employer ceases operations.
- The Employer's failure to comply with the provisions of the Agreement.
- The termination of the Agreement for any reason.

### **Renewal of the Agreement**

If the Agreement is terminated for any of the above reasons, we will provide written notice to the Employer 31 days in advance of the termination date.

The Agreement is renewable on its anniversary date unless one of the reasons cited above exists or there is some other legally permissible reason to nonrenew. If we terminate the Agreement on any renewal date, we will provide written notice to the Employer 60 days in advance of the termination date.

## **Employer's Duty to Furnish Information**

The Employer must furnish us with any information we need to administer the Agreement. For example, the Employer must notify us immediately whenever an employee's eligibility status changes. Other examples include, but are not limited to:

- An employee becomes eligible for coverage.
- A change in job or hours renders an employee eligible for coverage.
- A covered employee is no longer eligible because of termination, retirement, reduction in hours, change in jobs, etc.
- A covered employee begins a leave of absence.
- A covered employee's salary changes.
- A covered employee dies.

We have the right to inspect, at any reasonable time, any of the Employer's records that are relevant to administering the Agreement, including verification that the minimum Employer participation and minimum contribution requirements are being met.

## **How Clerical Errors Will Be Handled**

If, due to a clerical error, the Employer fails to notify us of an employee who is eligible for coverage, that error will not deprive the employee and any eligible dependents of coverage or affect their entitlement to coverage provided the employee remains eligible, the error is corrected, and appropriate premiums are paid back to the employee's eligibility date.

If the Employer erroneously pays premium on a salary that is less than the covered employee's actual salary, the Employer will correct that error by paying the required additional premium retroactively to its origin. Further, all like errors must be corrected for all covered employees in the eligible class.

Similarly, if the Employer erroneously pays premium on a salary that is more than the covered employee's actual salary, the Employer will correct that error by notifying us. Further, all like errors must be corrected for all covered employees in the eligible class. We will refund the premium amount paid in error.

If, due to a clerical error, the Employer erroneously pays premiums for an employee who was not eligible for coverage, that error will not operate to provide coverage for that employee. Similarly, if the Employer does not report the termination of coverage for an employee, that error will not extend coverage for the employee and any dependents beyond the appropriate termination date as defined in the Policy. In these cases, we will refund the premium paid in error for the individual(s).

## **Statements Made by Our Employees or Agents**

No statement or representation by any of our employees or agents can alter or waive any requirement or provision of the Agreement. No statement or representation relating to the interpretation or application of any provision of the Agreement will be binding unless one of our officers issues it in writing.

The Employer will never be deemed our agent without our written authorization.