
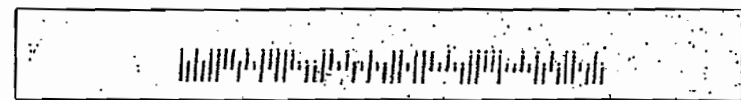


B



 **Joseph P. O'Leary**  
*Attorney ✦ Counselor ✦ Consultant*  
Post Office Box 759 • Baraga, Michigan 49908

ASSURANT, Inc.  
c/o CSC Lawyers Incorporating Service Co.  
221 Bolivar Street  
Jefferson City, MO 65101



## **LMS Packing Slip**

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### **Package ID: 1007529**

**Tracking Number:** 944763752975  
**Package Recipient:** Lisa Richter  
**Receipient Company:** Assurant, Inc.  
**Receipient Address:** One Chase Manhattan Floor 41st New  
York NY 10005 USA  
**Phone Number:** 2128597224

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### **Package Contents:**

<b>Transmittal Number</b>	<b>Case Number</b>	<b>Title of Action</b>
5878968	08-018C	Richard Geroux vs. Assurant, Inc.

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Account#: S 322544685

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**Assurant, Inc.**  
Lisa Richter  
One Chase Manhattan  
Floor 41st  
New York, NY 10005



STANDARD OVERNIGHT

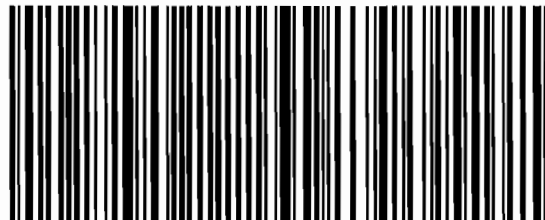
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TRK# 9447 6375 2975

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0201Deliver By:  
03JUL08

EWR A1

10005 -NY-US

**XA FIDA**



CORPORATION SERVICE COMPANY®

## Notice of Service of Process

KG3 / ALL  
Transmittal Number: 5879889  
Date Processed: 07/02/2008

**Primary Contact:** Lisa Richter  
Assurant, Inc.  
One Chase Manhattan  
Floor 41st  
New York, NY 10005

**Entity:** Assurant, Inc.  
Entity ID Number 2254075

**Entity Served:** Assurant, Inc.

**Title of Action:** Richard Geroux vs. Assurant, Inc.

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Contract

**Court:** Keweenaw Bay Indian Community Tribal Court, Michigan

**Case Number:** 08-018C

**Jurisdiction Served:** New York

**Date Served on CSC:** 07/02/2008

**Answer or Appearance Due:** 30 Days

**Originally Served On:** CSC

**How Served:** Regular Mail

**Plaintiff's Attorney:** Joseph P. O'Leary  
906-353-8900

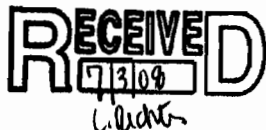
**Matter Name: Richard Geroux vs. Assurant, Inc. (ID-1170660)**  
The most recent Service of Process Documents received by CSC:

Document Type	Date Served	Contact Name	Delivery Method	Tracking Number	Transmittal ID
- Summons/Complain t	07/01/2008	Lisa Richter	PBNG		5878968
- Summons/Complain t	07/01/2008	Robin Pierce	PBNG		5878958
- Summons/Complain t	06/30/2008	Robin Pierce	PBNG		5874561

To review other documents in this matter, please link to CSC's Matter Management Services at [www.incspt.com](http://www.incspt.com)

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To avoid potential delay, please do not send your response to CSC  
CSC is SAS70 Type II certified for its Litigation Management System.  
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscinfo.com](mailto:sop@cscinfo.com)



KEWEENAW BAY INDIAN COMMUNITY  
KEWEENAW BAY TRIBAL COURT  
L'ANSE RESERVATION  
BARAGA, MI 49908

SUMMONS

Richard Geroux

PLAINTIFF,

-vs-

Assurant, Inc., Union Security Insurance Company

DEFENDANT,

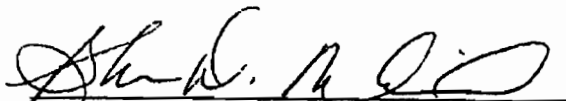
08-018C

FILE NO.

IN THE NAME OF THE PEOPLE OF THE KEWEENAW BAY INDIAN COMMUNITY

To the above named defendant Assurant, Inc., Union Security Insurance Company.

You are hereby notified that a civil action has been commenced against you, and that if you desire to defend the same, you are required to answer or take such other action as may be permitted by law with regard to the complaint herewith served upon you, within 21 days after service of this summons and complaint upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint.



Sharon D. McDaniel  
Deputy Court Clerk (Acting)

Seal of the Court

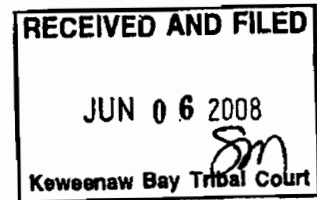
Date: June 6, 2008

Joseph P. O'Leary (P43349)  
Attorney for Plaintiff  
P.O. Box 759  
Baraga, MI 49908

Plaintiff's Attorney

If service is made outside of the State of Michigan or by registered mail, 30 days is allowed for answer or such other action may be permitted by law.

TRIBAL COURT  
KEWEENAW BAY INDIAN COMMUNITY  
L'ANSE RESERVATION, MICHIGAN



Richard Geroux,  
Plaintiff,

v.

Case No. 08-018C

ASSURANT, INC.,  
UNION SECURITY INSURANCE COMPANY,  
Defendants.

---

Joseph P. O'Leary (P43349)  
Attorney for Plaintiff  
P.O. Box 759  
Baraga, MI 49908  
(906) 353-8900

---

**COMPLAINT**

**I. JURISDICTION**

1. (a) On December 17, 1936 the Constitution and By-Laws of the Keweenaw Bay Indian Community were approved by the Secretary of the United States Department of the Interior pursuant to the authority granted by the Indian Reorganization Act of 1934 as amended, see, 25 U.S.C. §§461 et seq., 48 Stat. 984.

(b) Article VI, Section 1(n) of the Keweenaw Bay Indian Community Constitution authorizes the Keweenaw Bay Indian Community Tribal Council to promulgate ordinances intended to protect and promote the peace, safety, morals and general welfare of the Keweenaw Bay Indian Community by regulating the conduct of trade on the reservation. Article IV, Section 1(n)

provides that all ordinances directly affecting non-members of the Keweenaw Bay Indian Community must be approved by the Secretary of the United States Department of the Interior. The Keweenaw Bay Indian Community Tribal Code was approved by the Secretary of the United States Department of the Interior on October 17, 1974.

(c) Section 1.102 of the Keweenaw Bay Indian Community Tribal Code declares the territorial jurisdiction of this Court to be all lands encompassed within the exterior boundaries of the L'Anse Federal Indian Reservation. Section 8.309 of the Keweenaw Bay Indian Community Tribal Code grants this Court jurisdiction over any person or entity which, within the territorial jurisdiction of this Court: (1) transacts business with any tribal member, (2) engages in tortuous conduct resulting in damages, or (3) contracts to insure any person, property or risk.

(d) The Defendants have made partial payments on the claim described below for the last 26 ½ years, thereby tolling the statute of limitations found in Sections 8.205 and 8.206 of the Keweenaw Bay Indian Community Tribal Code.

## **II. THE PARTIES**

2. Plaintiff Richard Geroux is Native American, a former employee and a member of the Keweenaw Bay Indian Community. The Keweenaw Bay Indian Community is a federally recognized Indian tribe which



exercises inherent sovereign authority over its people and lands located in Baraga County and Marquette County, Michigan. Richard Geroux is a third party beneficiary of a policy of insurance between the Kewenaw Bay Indian Community and the Mutual Benefit Life Insurance Company of Newark, New Jersey, as well as its successors in interest, including Defendant Union Security Insurance Company and Defendant Assurant, Inc. (Assurant Employee Benefits).

3. The Group Insurance Division of the Mutual Benefit Life Insurance Company of Newark, New Jersey (hereafter "Mutual Benefit") was acquired by AMEV Holdings, Inc., in 1991. AMEV Holdings, Inc., changed its name to Fortis, Inc., the same year. Fortis, Inc., was sold via an initial public offering in 2004 and ultimately became the publicly traded company named Assurant, Inc.. Defendant Assurant, Inc., is currently a Delaware corporation with its principal place of business located at One Chase Manhattan Plaza, 41<sup>st</sup> floor, New York, New York.

4. After the acquisition of Mutual Benefit's Group Insurance Division, Fortis Benefits Insurance Company assumed liability for claims and benefits payable thereunder, including the policy and claims thereunder which are the subject of this litigation. Fortis Benefits Insurance Company changed its name to Union Security Insurance Company in 2005. Defendant Union Security Insurance Company is an Iowa corporation with its principal place of business

located at 2323 Grand Blvd, Kansas City, Missouri. Defendant Union Security Insurance Company provides or underwrites products and services marketed by Assurant Employee Benefits. The partial payments referred to in paragraph 1(d) above have in recent years been made by Assurant Employee Benefits. Prior to that, Fortis Benefits Insurance Company was making those partial payments.

### **III. FACTUAL ALLEGATIONS**

5. The allegations contained in paragraphs 1-4 are reasserted and incorporated herein by reference.

6. Effective June 1, 1980 Mutual Benefit issued a CERTIFICATE OF GROUP INSURANCE for the Keweenaw Bay Indian Community (hereafter the "Community"). Certificate #311, group policy #G 25012, account

7. The contract underlying this CERTIFICATE OF GROUP INSURANCE was negotiated and executed within the exterior boundaries of the L'Anse Federal Indian Reservation. A copy of this policy of insurance is attached hereto as EXHIBIT 1.

8. The Schedule of Insurance attached to the above-referenced CERTIFICATE OF GROUP INSURANCE provided, among other things, long-term disability coverage for employees of the Community. This coverage benefit was designed to provide benefits of 60% of an individual's monthly earnings up to a monthly payment limit of 70% of that individual's monthly earnings.

9. The Schedule of Insurance provided that any offsets against an individual's monthly earnings for payments provided under or by the

United States Social Security Act would be equal to the amount of payments as calculated under said Act on the day immediately following the end of the qualifying period applicable to said individual's disability. The Schedule of Insurance explicitly states that subsequent increases in Social Security Benefits would not affect the amount of benefits payable by the subject policy.

10. Richard Geroux was injured on the job while working for the Community on or about December 21, 1982. This injury ultimately resulted in Richard Geroux's permanent disability.

11. At the time of Richard Geroux's injury his monthly earnings were \$2,433.98, resulting in a coverage amount of \$1,460.39.

12. At the end of Richard Geroux's qualifying period for long term disability insurance coverage under the subject policy, Social Security Benefit payments were \$171.00.

13. Richard Geroux was qualified for long term disability coverage under the subject policy. Richard Geroux currently receives payments under the terms of the subject policy and has received payments under said policy since the date of his qualification.

14. Despite repeated complaints from Richard Geroux to Mutual Benefit and its successors, including Defendants Assurant, Inc. and Union Security Insurance Company, the payments he received pursuant to the subject policy were consistently based on miscalculations of his monthly earnings resulting in an underpayment of approximately \$230.39 per month since December 21, 1982.

15. Despite repeated complaints from Richard Geroux to Mutual Benefit and its successors in interest, including Defendants Assurant, Inc. and Union Security Insurance Company, and despite the Social Security freeze explicitly described in the subject policy, offsets for Social Security Benefits against Richard Geroux's monthly payments pursuant to said policy increased as Social Security Benefits increased. This has resulted in under payments to Richard Geroux of \$81.00 per month from 1/1/86 - 12/31/88, of \$229.00 from 1/1/89 - 12/31/91, of \$335.00 from 1/1/92 - 1/31/2007 and of \$367.00 from 2/1/2007 through the present.

16. Richard Geroux was forced to forego investment opportunities as a direct result of the underpayment of benefits described in paragraphs 14 and 15 above. These opportunities included:

(a) The opportunity to purchase 45 acres of land in the Village of Baraga 15 years ago for \$17,000.00. This property is now valued at approximately \$75,000.00.

(b) The opportunity to purchase 9 acres of land in the Village of Baraga 12 years ago for \$7,000.00. This property is now valued at approximately \$15,000.00.

(c) The opportunity to purchase a house with 9 acres of land in the Village of Baraga 10 years ago for \$20,000.00. This property is now valued at approximately \$48,000.00.

(d) The opportunity to invest in 3 separate businesses in the Village of Baraga, a tavern, a hardware/lumber store and a gas

station.

(e) The opportunity to invest in the relocation of the nation's first Indian casino from L'Anse to Baraga. This resulted in the loss of at least \$150,000.00 dollars.

17. Richard Geroux' efforts to correct the underpayment of disability benefits described above were repeatedly met with a condescending attitude, bias and animosity which appear to be related to his status as a Native American. This treatment at the hands of Assurant and its predecessors aggrieved, depressed and injured Richard Geroux in his feelings and sensibilities causing him humiliation, mental anguish and emotional distress.

18. Richard Geroux's inability to meet his family's financial needs caused by the under payments described in paragraphs 13-15 above directly caused him humiliation, mental anguish and emotional distress.

19. Richard Geroux recently suffered a near fatal aneurism. His surgeon informed him that this aneurism was caused by stress which had been building up for over a decade. This stress was caused by the under payment of benefits and lost investment opportunities described in paragraphs 13-15 above.

**V. FIRST PRAYER FOR RELIEF:  
DAMAGES FOR UNDER PAYMENT OF DISABILITY CLAIM**

20. The allegations contained in paragraphs 1-19 are reasserted in this FIRST PRAYER FOR RELIEF and incorporated herein by reference.

21. Richard Geroux seeks approximately \$498,786.00 in damages arising from the underpayment of his benefits caused by Defendants'



repeated miscalculation of his actual earnings before disability as described in paragraph 14 above. This figure represents the actual amount of the underpayment plus 12% interest compounded annually for 26 ½ years. Richard Geroux asks that said interest continue to accrue at a rate of 12% until this matter has been finally resolved.

22. Richard Geroux seeks approximately \$353,730.00 in damages arising from the underpayment of his benefits caused by Assurant's repeated refusal to honor the Social Security freeze described in paragraph 15 above. This figure represents the actual amount of the underpayment plus 12% interest compounded annually for 26 ½ years. Richard Geroux asks that said interest continue to accrue at a rate of 12% until this matter has been finally resolved.<sup>1</sup>

**VI. SECOND PRAYER FOR RELIEF: DAMAGES FOR LOST BUSINESS OPPORTUNITY**

23. The allegations contained in paragraphs 1-22 are reasserted in this SECOND PRAYER FOR RELIEF and incorporated herein by reference.

24. Richard Geroux seeks \$250,000.00 in damages arising from lost business opportunities caused by his inability to take advantage of the investment opportunities described in paragraph 16 above. Richard Geroux asks that this figure be adjusted based upon the proofs adduced in the course of this litigation.

---

<sup>1</sup>The 12% interest figure is borrowed from MCL §500.2006 which imposes a penalty of 12% interest upon an insurer which in bad faith fails to settle an insurance claim. Although not bound by Michigan law, Section 2.102 of the Keweenaw Bay Indian Community Tribal Code allows this Court to utilize certain state law as a guide.

**V. THIRD PRAYER FOR RELIEF: EXEMPLARY DAMAGES**

25. The allegations contained in paragraphs 1-24 are reasserted in this THIRD PRAYER FOR RELIEF and incorporated herein by reference.

26. Richard Geroux seeks exemplary damages of \$850,000, or such amount determined by this Court to be in the best interest of justice, to compensate him for his pain, humiliation, emotional distress and mental anguish caused by defendants' actions described above.

**VI. FOURTH PRAYER FOR RELIEF: PUNITIVE DAMAGES**

27. The allegations contained in paragraphs 1-26 are reasserted in this FOURTH PRAYER FOR RELIEF and incorporated herein by reference.

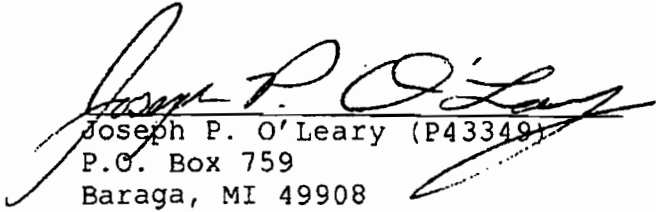
28. Richard Geroux seeks punitive damages of \$1,000,000.00, or such amount determined by this Court to be in the best interest of justice, to punish defendants and to deter future conduct such as that described above from occurring on the L'Anse Federal Indian Reservation.

**VI. FIFTH PRAYER FOR RELIEF: MISCELLANEOUS COSTS AND DAMAGES**

29. The allegations contained in paragraphs 1-28 are reasserted in this FIFTH PRAYER FOR RELIEF and incorporated herein by reference.

30. Richard Geroux further claims such additional costs, interest and damages as this Court finds just and equitable.

Date: 6/6/2008

  
Joseph P. O'Leary (P43349)  
P.O. Box 759  
Baraga, MI 49908  
(906) 353-8900

**ATTORNEY FOR PLAINTIFF**

## EXHIBIT 1

*Certificate of Group Insurance*

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY (*herein called the Company*) hereby certifies that the insurance stated herein became effective on the applicable date shown below, subject to the provisions of the below numbered Group Policy or Policies issued by the Company to the Policyholder (*referred to herein as the Policy*).

person insured RICHARD GEROUX certificate no. 311  
 policyholder KEWEENAW BAY INDIAN COMMUNITY  
 group policy G 25012 account no. 04

*Schedule of Insurance*

type of coverage for person insured	effective date of coverage for person insured*	maximum benefit
LIFE	6-1-80	20,000
AD&D-PRINCIPAL SUM	6-1-80	20,000
LOSS OF TIME	6-1-80	60% Salary.Max.\$200.wkly
LONG TERM DISABILITY	6-1-80	**

type of dependent coverage	effective date of dependent coverage*
-------------------------------	--

\*Subject to the provision(s) "Deferral of Effective Date," if any, appearing in the following pages of this Certificate.

\*\*The amount of Insurance and benefit determining factors for this coverage appear on the following pages of this Certificate.

*James P. Sullivan*

President

This Certificate replaces any and all Certificates and Certificate Riders, if any, previously issued to you under the policy.



## SCHEDULE OF INSURANCE (continued)

## LIFE INSURANCE AND ACCIDENTAL DEATH OR DISMEMBERMENT BENEFIT

**REDUCED AMOUNTS OF INSURANCE** If the effective date of coverage for Life Insurance set forth on the face page of this Certificate is prior to the day on which the person insured attains age 65, the amounts of Life Insurance and Accidental Death or Dismemberment Benefit set forth on the face page of this Certificate shall be automatically reduced by 33% on the day he attains age 65, the result rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof. Such amount shall be further reduced by 33% on the day on which he attains age 70, the result rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

If the effective date of coverage for Life Insurance set forth on the face page of this Certificate is on or after the day on which the person insured attains age 65, but prior to the day he attains age 70, the amounts of Life Insurance and Accidental Death or Dismemberment Benefit on the face page will reflect the 33% reduction at age 65. This amount shall be automatically reduced by 33% on the day on which he attains age 70, the result rounded to the next higher multiple of \$1,000, if not already an exact multiple thereof.

## LOSS OF TIME INSURANCE

**ACCRUAL OF LOSS OF TIME BENEFIT** Benefits accrue in accordance with the provisions of the Policy for the period during which the person insured remains disabled, as defined in the Policy, and at the applicable weekly rate.

**SICKNESS AND PREGNANCY BENEFIT COMMENCEMENT DATE** In the case of disability due to sickness or pregnancy, benefits accrue from the thirty-first consecutive day of disability.

**ACCIDENT BENEFIT COMMENCEMENT DATE** In the case of disability due to accident, benefits accrue from the thirty-first consecutive day of disability.

**MAXIMUM DURATION OF BENEFIT** Benefits for any one period of disability shall in no event accrue for more than twenty-six weeks.

Successive periods of disability due to the same or related causes not separated by a return to active work on a full-time basis for at least two weeks shall be considered as one period of disability. Successive concurrent periods of disability due to entirely unrelated causes shall be considered as one period of disability unless separated by a return to active work on a full-time basis.

## LIMITATION

In no event will the weekly rate of benefit exceed 70% of the current weekly rate of pay of the person insured, excluding commissions, bonuses, overtime pay, and any other special compensation which is not specifically received as basic wages or salary.

## SCHEDULE OF INSURANCE (continued)

In the event hourly-rated persons are covered under the Policy, the number of hours which constitute their regularly scheduled work week, subject to a minimum of 30 hours per week and a maximum of 40 hours per week, will be used in the determination of Weekly Pay for said employees.

Benefits shall be determined on the basis of a seven day work week.

## LONG TERM DISABILITY INSURANCE

LIMITING AGE 70 years minus the qualifying period.

SCHEDULE AMOUNT OF MONTHLY BENEFIT 60% of the person insured's Monthly Earnings\* provided that this Schedule Amount will not be greater than \$1,500. ~~★~~

For each day of a period less than a full month, the Schedule Amount shall be 1/30th of the amount determined as provided above.

\*"Monthly Earnings" means the person insured's current monthly earnings (exclusive of overtime pay, commissions, bonuses, and any other special compensation which is not specifically received as basic wages or salary) on the last day worked preceding the commencement of the period of total disability.

In the event hourly rated employees are covered under the Policy, the number of hours which constitute their regularly scheduled work week, subject to a minimum of 30 hours per week and a maximum of 40 hours per week, will be used in the determination of monthly earnings for said employees.

If the Policyholder or an Associated Company is a Proprietorship, Partnership, Professional Corporation, Professional Association or Sub-chapter S Corporation, monthly earnings for the principals involved shall consist only of the disabled person's "draw" or salary and shall not include profits, dividends or return of capital.

QUALIFYING PERIOD Two hundred and twelve consecutive days of disability.

MAXIMUM DURATION OF BENEFITS: Benefits will not accrue, in the case of any one period of total disability, beyond:

- (i) the disabled person's sixty-fifth birthday, with respect to periods of disability commencing prior to age 60.
- (ii) the later of (a) the disabled person's sixty-fifth birthday and (b) the expiration of thirty-six consecutive months of total disability following the end of the Qualifying Period, with respect to periods of disability commencing on or after age 60 but prior to age 65.
- (iii) the earlier of (a) the disabled person's seventieth birthday and (b) the expiration of twenty-four consecutive months of total disability following the end of the Qualifying Period, with respect to periods of disability commencing on or after age 65 but prior to 70.

**SECTION E****GENERAL PROVISIONS**

**E1 AUTHORITY** No agent has authority to change the Policy or to waive any of its provisions. No change in the Policy shall be valid unless approved by the President, a Vice President, Secretary, Treasurer, or Mathematician of the Company and such approval be endorsed on the Policy or by amendment signed by the Policyholder and the Company.

**E2 OWNERSHIP** The Policyholder is the owner of the Policy and may request the Company to change or amend the Policy without the consent of any person insured under the Policy or any beneficiary. No change or amendment, however, may affect in any way the right to change the beneficiary or the right to exercise any conversion privilege, and any such change or amendment shall be without prejudice to any claim arising prior to the date of change or amendment.

**E3 ASSIGNMENT BY THE POLICYHOLDER** The Policyholder may assign the Policy, but no assignment will affect the Company until written notice of it is received at its home office. No assignment by the Policyholder will affect in any way the rights of any person insured or any beneficiary. The Company assumes no responsibility for the validity or effect of any assignment.

**E4 ESSENTIAL DATA** The Policyholder will furnish to the Company the names of all persons insured under the Policy together with whatever information the Company requires in order to determine the effective date for individual insurance, the amount of benefit and premium to be charged. The Policyholder will also furnish promptly all pertinent information concerning increases, decreases and terminations of insurance. The Policyholder agrees to permit the Company at any reasonable time to inspect all pertinent records for any purpose relating to the provisions of the Policy. Clerical error in keeping the records will not invalidate insurance which would otherwise have been validly in force nor continue insurance which would otherwise validly have terminated.

**E5 MISSTATEMENT OF ESSENTIAL DATA** If it has been determined that any essential data pertaining to any individual insured under the Policy has been omitted or misstated, the amount of benefit will be that amount which would have been in force if there had been no omission or misstatement. The Policyholder will pay to the Company or the Company will refund to the Policyholder, whichever the case may be, the amount necessary to adjust the premiums paid to the correct amount. The Company will rely upon the data submitted by the Policyholder in accordance with Section E4, and if any data has been misstated or omitted, the Company will not incur any liability or responsibility beyond making the adjustment required by this section.

**E6 SEX AND NUMBER** Whenever required by the context of the Policy, the plural includes the singular, the singular the plural and the masculine the feminine.

**E7 FREE CHOICE OF DOCTOR AND HOSPITAL.** Any individual insured under the Policy shall have the sole right to select his own physician, surgeon and hospital and a physician-patient relationship shall be maintained.

**E8 NO EFFECT ON WORKMEN'S COMPENSATION** The Policy is not in lieu of and does not affect any requirements for coverage by Workmen's Compensation insurance.



**E9 NONASSIGNABILITY AND SPENDTHRIFT CLAUSE** To the extent permitted by law, the benefits or payments under the Policy shall not be assignable or otherwise transferable, nor subject to any claim of any creditor of any individual insured under the Policy or to legal process by any creditor of any individual insured under the Policy.

**E10 CERTIFICATES** The Company will send to the Policyholder, for delivery to each person insured, an individual certificate setting forth the benefits and privileges to which he is entitled, the person to whom the benefits are payable, the conversion privilege to which he is entitled, and the limitations and requirements of the Policy pertaining to his insurance. The certificate does not modify or extend the liability of the Company as set forth in the Policy. The certificate summarizes the insurance benefits and amounts provided by the Policy, which are based upon the status of the person insured. The benefits or amounts may be terminated or changed in accordance with the provisions of the Policy, either as the result of a change in status of the person insured or amendment or termination of the Policy.

**E11 ENTIRE CONTRACT** The Policy and the Policyholder's application which was attached when issued, constitute the entire contract.



**SECTION E****GENERAL PROVISIONS (continued)**

**E12 INCONTESTABILITY – TIME LIMIT ON CERTAIN DEFENSES** (Applicable to all insurance except to Life Insurance or to any insurance provided under an agreement attached to the Life Insurance Policy.) The validity of the Policy will become incontestable two years after its effective date, except for the nonpayment of premiums. The validity of the insurance of any individual will become incontestable after such insurance has been in force for two years. All statements made by the Policyholder and by the person insured, in the absence of fraud, will be deemed representations and not warranties. No statement by a person insured under the Policy, except a fraudulent misstatement, will avoid the insurance with respect to which said statement was made or be used in a contest or defense to a claim under the Policy unless the statement is contained in a written instrument signed by the person insured and a copy of such instrument has been furnished to him, his beneficiary or his legal representative. No claim for loss occurring or commencing after two years from the effective date of the insurance with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded by name or specific description effective on the date of the loss, had existed prior to the effective date of the insurance with respect to which the claim is made.

**E13 INCONTESTABILITY** (Applicable only to Life Insurance and to any insurance provided under an agreement attached to the Life Insurance Policy.) The validity of the Policy will become incontestable two years after its effective date except for the nonpayment of premiums. No statement by any person under the Policy will be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during the person's lifetime, nor unless it is contained in a written instrument signed by him, and a copy of such instrument is or has been furnished to such person insured or to his beneficiary. All statements made by the Policyholder and by the persons insured will be deemed representations and not warranties.

**E14 DEFERRAL OF EFFECTIVE DATE** If the person insured is not actively at work on a full-time basis at his usual place of business on the date his insurance would otherwise become effective, his insurance will not become effective until he returns to work on a full-time basis at his usual place of business.

**ENDORSEMENT**

Effective as of the effective date of the person insured's Life Insurance evidenced by the Certificate in which this endorsement is included, said Certificate is modified as follows:

Notwithstanding any provisions of the Policy to the contrary, the person insured may, subject to the following conditions, assign his interest under the Life Insurance and Accidental Death and Dismemberment provisions of the Policy, including, but not limited to, the right to designate and change the beneficiary and to elect settlement options and to exercise the appropriate conversion privilege contained therein.

1. The assignment must be absolute in form with the person insured retaining no further interest under the Policy.
2. The assignment may be made only to one of the following:

The spouse of the person insured, his child, parent, brother, sister or the trustee of a trust established by him for the benefit of one or more of his spouse, children, parents, brothers or sisters.

AMEND. F5 (7/68)

**SECTION L****LIFE INSURANCE PROVISIONS**

**L1 PAYMENT OF CLAIM** Immediately upon receipt of due proof of the death of a person insured, the Company will pay to his beneficiary the amount of insurance which was in force on his life under the Policy on the date of his death. Payment will be made at the Home Office of the Company in a single sum, unless a settlement option is in effect. However, in lieu of payment in a single sum, upon request satisfactory to the Company, received at its Home Office within the thirty day period immediately following the date of death of the person insured, a beneficiary who is a natural person taking in his own right may elect any one of the settlement options then available under the Policy with respect to all or part of the amount payable to such beneficiary in a single sum.

**L2 BENEFICIARY** The person insured has the right on his sole signature to designate a beneficiary and from time to time upon request satisfactory to the Company to change the beneficiary and to request that the amount of insurance be payable to the beneficiary at his death under any one of the settlement options then provided by the Policy, provided that the beneficiary is a natural person taking in his or her own right. Any such request that payment be made under a settlement option shall be effective immediately upon receipt at the Company's home office. Any such request to change a beneficiary shall be effective immediately upon receipt at the Company's home office, and shall relate back and take effect as of the date the person insured signed such request, provided his insurance was in force on that date. Any such request shall be without prejudice to the Company on account of any payment made before receipt of such request.

If at the death of the person insured there is more than one designated beneficiary then entitled surviving the insured, and if in the designation of such beneficiaries the person insured has not specified their respective interests or the order in which they become entitled, such surviving designated beneficiaries shall share equally. If any beneficiary should predecease the person insured, the rights and interest of such beneficiary shall automatically terminate.

If at the death of the person insured no beneficiary was named, or if no named beneficiary survives the person insured, the amount of insurance will be paid, in a single sum, to his spouse, if living; otherwise in equal shares to the then living children of the person insured, if any; or, if none, to the father and mother of the person insured, share and share alike or to the survivor of them, or, if none, then to the executors or administrators of the person insured.

Any application for an individual insurance policy in accordance with either of the conversion privileges described in Sections L3 and L4, submitted in connection with the termination of the total amount of insurance under the Policy on the life of a person, which contains a beneficiary designation different from the last beneficiary designation under the Policy, shall constitute a change of beneficiary under the Policy to the person so designated in such application and shall be effective immediately upon receipt at the Company's home office. Such change of beneficiary shall be without prejudice to the Company on account of any payment made before receipt of said application.

**L3 CONVERSION PRIVILEGE IF INDIVIDUAL INSURANCE IS TERMINATED** Any person insured whose insurance, or any portion thereof, is terminated for any reason except discontinuance or amendment of the Policy, or discontinuance of any required contributions by the person insured, may obtain, without evidence of insurability, a life insurance policy, without disability or other supplemental benefits, insuring his life under any plan then customarily issued by the Company, except term insurance, provided that, within 31 days following the date his insurance was terminated he (1) applies for the policy in form acceptable to the Company and (2) pays the premium required by the new policy applicable to the class of risk to which he belongs. The new policy will take effect at the end of the 31st day following the date of termination of insurance and will be issued at his attained age (nearest birthday) as of its effective date and will be for an amount not greater than the amount terminated.

**SECTION L****LIFE INSURANCE PROVISIONS (continued)**

**L4 CONVERSION PRIVILEGE IN OTHER CIRCUMSTANCES** Any person insured whose insurance, or any portion thereof, is terminated because of the discontinuance or amendment of the Policy and who has been insured under the Policy for at least five years prior to the date of termination, may obtain, without evidence of insurability, a life insurance policy, without disability or other supplemental benefits, insuring his life under any plan then customarily issued by the Company except term insurance, provided that within 31 days following the date his insurance was terminated he (1) applies for the policy in form acceptable to the Company and (2) pays the premium required by the new policy applicable to the class of risk to which he belongs. The new policy will take effect at the end of the 31st day following the date of termination of insurance and will be issued at his attained age (nearest birthday) as of its effective date. The maximum amount of insurance which will be issued under the new policy is \$2,000 or, if less, the amount of insurance that was terminated less any amount of insurance to which he may become entitled under any group insurance policy issued within 31 days after the date of termination, by this Company or any other insurer.

**L5 BENEFIT AFTER TERMINATION OF INSURANCE** If a person who is entitled to apply for an individual insurance policy, as provided in Section L3 or Section L4 above, dies within the 31 day period permitted for application, the maximum amount of insurance to which he was entitled to apply will be paid to his beneficiary in accordance with the other provisions of the Policy, whether or not application for the individual policy or the payment of the first premium therefor has been made.

**L6 SPENDTHRIFT CLAUSE** To the extent permitted by law, the benefits or payments under the Policy, except as herein provided, shall not be assignable or otherwise transferable, nor subject to commutation, encumbrance or alienation and shall not be subject to any claim of any creditor of any person insured or of any beneficiary, or to any legal process by any creditor of the person insured or beneficiary.

**L7 CONTINUANCE OF INSURANCE PROTECTION** If, prior to his 65th birthday, a person insured under the Policy becomes totally disabled, as defined in Section L8, and remains continuously so disabled for a period of six months following the commencement of such disability, or until the date of his death, if earlier, insurance protection on his life will be continued after the discontinuance of premium payments for his insurance during the continuance of such disability, for a period of one year following the commencement of such disability. Satisfactory proof must be furnished to the Company, at no expense to the Company, that such disability existed continuously during such one year period or, if earlier, until the date of his death.

If such disability commenced prior to such disabled person's 60th birthday, his insurance protection under the Policy will be further continued during the continuance of such disability after the expiration of the one year period referred to above if such disabled person:

- (a) within one year of the commencement of disability furnishes to the Company, at his own expense, satisfactory proof that he is and has been continuously disabled as defined in Section L8 for at least six months,
- (b) each year thereafter furnishes to the Company, at his own expense, satisfactory proof that he is and has been continuously disabled as defined in Section L8, and
- (c) agrees to be personally examined by a physician appointed by the Company, at a place and time and in a manner determined by the Company, provided that such examination will not be required more than once a year.

Upon the death of such disabled person satisfactory proof must be furnished to the Company, at no expense to the Company, that such disability existed continuously from the date such proof was last submitted until his death.

The amount of insurance protection continued on the life of a disabled person will be an amount equal to the amount of insurance which would otherwise be applicable to him in accordance with Section B of the Policy were he not disabled.



**SECTION L****LIFE INSURANCE PROVISIONS (continued)**

Failure to furnish any proof or to be examined as required by this Section L7 within the applicable time limits will not deprive the disabled person of the continuance of insurance protection provided by this Section L7 if it is shown not to be reasonably possible to do so and the requisite proof is furnished or examination made as soon as is reasonably possible.

The insurance protection will be continued even though the Policy is discontinued after disability has been established.

If an individual policy has been issued in accordance with the conversion privilege described in Section L3 or L4 in connection with the termination of the total amount of insurance under the Policy on the life of a person, no payment under the Policy will be made at the death of such person unless the individual policy is surrendered to the Company, without any claim other than a refund of all premiums paid for the individual policy less any payments made by the Company and any indebtedness outstanding.

**L8 DEFINITION OF DISABILITY** The disability must result solely from disease, physical or mental, or bodily injury and must be of such nature that the person is prevented from engaging in any business or occupation or performing any work for remuneration or profit.

**L9 TERMINATION OF DISABILITY BENEFIT** The insurance protection provided by Section L7 will be terminated immediately when a person ceases to be disabled as defined in Section L8 or fails to submit proof or refuses to be examined as required in Section L7.

When the insurance protection on the life of a person terminates, in accordance with the preceding provisions of this Section L9, such person will be entitled to rights and benefits under the conversion privilege described in Section L3 during the thirty-one day period following such termination, unless the Policy is then in force and, within such thirty-one day period, the Policyholder resumes premium payments for his insurance under the Policy and he resumes any required payments to the Policyholder, in which event his insurance may be reinstated, in accordance with and subject to the other terms and provisions of the Policy.

A disabled person will also be entitled to rights and benefits under the conversion privilege described in Section L3 with respect to the amount of any insurance protection reduced or terminated in accordance with the provisions of Section L7, during the thirty-one day period following such termination or reduction.

**L10 EXCLUDED RISKS** Disability is not a risk assumed if it results directly or indirectly from intentionally self-inflicted injury of any kind; war, or any act incident thereto; service in the military, naval or air forces of any country, combination of countries or international organization at war, whether declared or undeclared; or participation in a riot or insurrection or any act incident thereto.

**L11 LIMITATIONS** The provisions of Section L7 apply only to disability occurring while the person insured is a member of an eligible class of the general group, and do not apply to any disability occurring after the insured's membership in the general group has been terminated, or after his membership in an eligible class of the general group has been terminated, or after the discontinuance of the Policy, or during the thirty-one day period referred to in Section L5.

**L12 TERMINATION OF INSURANCE** The Policy provides that insurance on the life of the person insured shall automatically terminate upon the date of the occurrence of the earliest of the following events, except as provided in the Disability Benefit summarized in this Certificate:

- (a) termination of membership in the general group or in an eligible class of the general group,
- (b) discontinuance of the Policy or amendment of the Policy to terminate the insurance of the eligible class to which the person insured belongs,
- (c) failure to make, when due, any required contributions.

**SECTION ADD ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

The benefits described below are provided under and subject to the terms and conditions of an Agreement entitled Indemnity for Accidental Death or Dismemberment, attached to and made a part of the Policy. The following terms and conditions do not modify or extend the liability of the Company as set forth in the Agreement, which, as a part of the Policy, constitutes the contract under which payment of benefits will be made.

**ADD 1 ACCIDENTAL DEATH BENEFIT** If accidental bodily injury sustained by a person insured under the Policy results, directly and independently of all other causes, in his death within ninety days after the date of such injury, the amount of insurance otherwise payable upon the death of the person insured under the Policy will be increased by the applicable Accidental Death and Dismemberment Benefit Principal Sum referred to in the Schedule of Insurance of this Certificate, subject to the further provisions and limitations hereafter stated.

**ADD 2 ACCIDENTAL DISMEMBERMENT BENEFIT** If accidental bodily injury sustained by a person insured under the Policy results, directly and independently of all other causes, in any of the following losses within ninety days after the date of such injury, the Company will pay to the person insured the amount of benefit indicated, subject to the further provisions and limitations hereafter stated:

for loss of	amount of benefit
one hand, one foot or sight of one eye	One-half the Accidental Death & Dismemberment Benefit Principal Sum
any two of the above	The Accidental Death & Dismemberment Benefit Principal Sum

As used above, the terms loss of a hand, loss of a foot, or loss of the sight of an eye mean, respectively, the severance of the hand at or above the wrist, the severance of the foot at or above the ankle, and the total and irrecoverable loss of sight of the eye.

**ADD 3 RISKS NOT ASSUMED** Accidental death or dismemberment is not a risk assumed under the Accidental Death or Dismemberment provisions of the Policy if it results directly or indirectly from:

- (a) war, or any act of war, whether declared or undeclared, riot or insurrection or any act incident to riot or insurrection when the person insured is a participant in such riot or insurrection;
- (b) service in the armed forces of any country, combination of countries or international organization, whether or not it is at war, unless such injuries are sustained while the insured is off duty;
- (c) any disease, physical or mental, or any infection other than a pyogenic infection occurring through and with an accidental cut or wound;
- (d) commission of any assault or felony by the person insured;
- (e) suicide, or any attempt at suicide, while sane or insane;
- (f) intentionally self-inflicted injury of any kind, while sane or insane.

**ADD 4 LIMITATIONS** The benefits provided by the Accidental Death or Dismemberment provisions of the Policy are subject to the following limitations:

- (a) the total amount payable as an indemnity for death and dismemberment, or for either of them, by reason of the injury of a person insured as a result of any one accident cannot exceed the applicable Accidental Death and Dismemberment Benefit Principal Sum; and

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**SECTION ADD ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (continued)**

- (b) The Accidental Death or Dismemberment provisions of the Policy apply only to an injury to a person insured occurring while his life insurance under the Policy is in force, and do not apply to an injury occurring during the thirty-one day period referred to in Section L5 (Benefit after Termination of Insurance) or while insurance protection on his life is being continued in accordance with the provisions of Section L7 (Continuance of Insurance Protection) or after
- 1) his life insurance under the Policy is terminated;
  - 2) he discontinues any required contributions;
  - 3) he becomes a member of a class to which the benefits provided by the Accidental Death or Dismemberment provisions of the Policy are not applicable; or
  - 4) the Accidental Death or Dismemberment provisions of the Policy are discontinued.

**ADD 5 CLAIMS** Due proof of any death or loss covered by the Accidental Death or Dismemberment provisions of the Policy must be furnished to the Company at its home office within ninety days of the date of such death or loss. Such proof must be upon the Company's forms which will be furnished immediately upon request, but the Company may waive the right to require proof on its forms if satisfactory proof is furnished otherwise. Failure to furnish proof under these conditions will not invalidate any claim if it can be shown that compliance with these conditions was not reasonably possible and that due proof was submitted as soon as reasonably possible.

No action at law or in equity may be brought to recover under the Accidental Death or Dismemberment provisions of the Policy prior to the expiration of sixty days after due proof has been filed, nor may such action or suit be brought at all unless brought within six years following the filing of such proof or, if the maximum period permitted by the law of the state having jurisdiction is longer than six years, the maximum period permitted by the law of the state.

**ADD 6 EXAMINATION AND AUTOPSY** The Company reserves the right and opportunity to examine the person whose injury is the basis of claim under the Accidental Death or Dismemberment provisions of the Policy when and so often as it may reasonably require during the pendency of claim thereunder and, in the case of death, to examine the body of the insured and to perform an autopsy, before or after burial, unless prohibited by law.

**ADD 7 PAYMENT OF BENEFITS** Benefits for accidental death or dismemberment will be paid immediately upon receipt of due proof.

**ADD 8 TERMINATION OF BENEFITS** The Accidental Death or Dismemberment provisions of the Policy will lapse and all benefits provided thereunder will automatically terminate on the day the Policy is discontinued, but without prejudice to any claim originating prior to discontinuance.

**SECTION B****LOSS OF TIME INSURANCE PROVISIONS**

**B1 LOSS OF TIME INSURING CLAUSE** If accidental bodily injury, sickness or pregnancy wholly and continuously disables a person insured under the Loss of Time Insurance provisions of the Policy so that he is prevented from engaging in his regular work and requires the regular care and attendance of a legally qualified physician, the Company, subject to the exceptions set forth below, will pay Loss of Time Insurance benefits in accordance with the provisions of the Policy, provided the disability commences while such person is insured under the Loss of Time Insurance provisions of the Policy.

**B2 ACCRUAL OF BENEFITS** Benefits accrue, at the weekly rate specified in the Schedule of Insurance, for the period during which the person insured remains so disabled, provided that for any one period of disability:

- (a) in the case of disability due to sickness or pregnancy, benefits accrue from the applicable Sickness and Pregnancy Benefit Commencement Date determined from the Schedule of Insurance, or
- (b) in the case of disability due to accidental bodily injury, benefits accrue from the applicable Accident Benefit Commencement Date determined from the Schedule of Insurance,

and that in no event shall benefits for any one period of disability accrue for more than the applicable Maximum Duration of Benefits period determined from the Schedule of Insurance.

Successive periods of disability due to the same or related causes not separated by a return to active work on a full-time basis at the person insured's usual place of business for at least two weeks shall be considered as one period of disability. Successive or concurrent periods of disability due to entirely unrelated causes shall be considered as one period of disability unless separated by a return to active work on a full-time basis at the person insured's usual place of business.

**B3 EXCEPTIONS** The Loss of Time Insurance provisions of the Policy do not provide benefits for:

- (a) that portion of any period of disability during which
  - (i) the person insured is not under the direct care of a licensed physician; or
  - (ii) the person insured engages in any work for remuneration or profit; or
  - (iii) the person insured is receiving benefits under any Workmen's or Worker's Compensation Act or similar legislation; or
- (b) any period of disability caused by
  - (i) commission of an assault or felony by the person insured; or
  - (ii) intentionally self-inflicted injury of any kind, while sane or insane; or
  - (iii) accidental bodily injury which arises out of or occurs in the course of any occupation or employment for wage or profit; or
  - (iv) sickness for which the person insured is entitled to benefits under any Workmen's or Worker's Compensation Act or similar legislation.

**B4 TERMINATION OF INSURANCE** The person insured's Loss of Time Insurance shall automatically terminate upon the date of the occurrence of the earliest of the following events, except as may be provided otherwise in the Policy,

- (a) termination of his membership in a class eligible for the Loss of Time Insurance;
- (b) discontinuance of the Policy or amendment of the Policy to terminate the Loss of Time Insurance under the Policy or to terminate the Loss of Time Insurance with respect to the class to which the person insured belongs;
- (c) failure to make, when due, any required contributions.

**SECTION B LONG TERM DISABILITY INSURANCE PROVISIONS**

**B1 INSURING CLAUSE** If a person, while insured under the Long Term Disability Insurance provisions of the Policy, becomes totally disabled, as defined below, as a result of accidental bodily injury, sickness or pregnancy and remains continuously so disabled for the duration of the qualifying period set forth below, the Company, subject to the exceptions set forth in Section B7, will pay monthly benefits as provided below unless, as of the day immediately following the end of the qualifying period, the person insured has attained age 65 or more.

**B2 DEFINITION OF TOTAL DISABILITY** A person insured shall be considered totally disabled if:

- (a) during the first thirty-six months of a period of total disability, he is under the regular care and attendance of a licensed physician (other than himself) and completely unable to engage in his regular occupation or employment, and
- (b) after the first thirty-six months of a period of total disability, he is completely unable to engage in any and every gainful occupation or employment for which he is or becomes reasonably fitted by education, training or experience.

**Rehabilitation Benefit**

During the first thirty-six months of a period of total disability the person insured will also be considered to be totally disabled if, after the expiration of the qualifying period, he returns to work on a limited basis as part of a plan of rehabilitation recommended and supervised by a licensed physician, provided he remains under the regular care and attendance of such physician and continues to be unable to perform all the duties of his regular occupation or employment. Only 80% of any salary, wages, commissions or other remuneration that the disabled person receives, or is entitled to receive, from such rehabilitative employment during such thirty-six months will be considered in determining the Monthly Payment Limit.

**B3 PERIOD OF TOTAL DISABILITY** For the purposes of the Long Term Disability Insurance, all total disability commencing while a person is insured under the Long Term Disability Insurance provisions of the Policy shall be considered as having occurred during one period of total disability, (a) in the case of total disability due to the same or related causes, if not separated by six consecutive months or more of regular active full-time work in his regular occupation or employment at his usual place of business with the Policyholder or an Associated Company, if any, or (b) in the case of total disability due to entirely unrelated causes, if not separated by at least one day of regular active, full-time work in his regular occupation or employment at his usual place of business with the Policyholder or an Associated Company, if any.

**B4 QUALIFYING PERIOD** The qualifying period applicable with respect to any one period of total disability is determined from the Schedule of Insurance. No period of disability which results from a cause which is excluded under Section B7 (other than by item (b) (4) ) of the Policy may be used to wholly or partially satisfy the qualifying period.

**B5 ACCRUAL OF BENEFITS** Long Term Disability Benefits under the Policy, in the amounts determined in accordance with Section B6 below, accrue after the expiration of the applicable qualifying period for each month or part of a month of the further period during which the disabled person continues to remain totally disabled provided proof thereof is furnished as required by the claims provisions of the Policy. Benefits will not accrue beyond the Maximum Duration stated in the Schedule of Insurance.



*never paid SS in 1982*

## SECTION B LONG TERM DISABILITY INSURANCE PROVISIONS (continued)

**B6 AMOUNT OF BENEFIT** The amount of benefit payable for each month (or lesser period) of total disability shall be the excess, if any, of (a) the Schedule Amount, over (b) the Offset Amount, which Amounts are determined as set forth below. In no event shall such amount of benefit exceed the Monthly Payment Limit determined in accordance with the provisions of (c) below.

A Minimum Benefit of \$50 is established for each full month of total disability after the expiration of the applicable qualifying period. If such period of total disability is less than one full month, the Minimum Benefit is \$1.67 for each day of total disability after the expiration of the applicable qualifying period.

- (a) **Schedule Amount** The Schedule Amount is determined from the Schedule of Insurance.
- (b) **Offset Amount** The Offset Amount for any month (or lesser period) for which a Long Term Disability benefit is or would otherwise be payable with respect to the person insured is the sum of the following payments and benefits to the extent that such payments and benefits are provided for or during that month or lesser period.
  - (i) The amount of any periodic benefits for loss of time in connection with any accidental bodily injury, sickness or pregnancy that are provided with respect to the disabled person under or by any other group insurance contract for which the Policyholder or an Associated Company paid, directly or indirectly, all or a portion of the cost or made payroll deductions.
  - (ii) Any periodic benefits for loss of time that are provided with respect to the person insured under or by any Workmen's or Worker's Compensation Act or similar legislation, or the maritime doctrine of maintenance, wages and cure, or under or by any plan pursuant to a non-occupational disability benefits law or similar legislation.
  - (iii) The amount of any periodic payments that are provided with respect to the person insured, and his dependents if any, in connection with any accidental bodily injury, sickness or pregnancy of the person insured, under or by the United States Social Security Act, or the United States Railroad Retirement Act, or under or by any other law, not previously referred to above, of the United States, Canada or any state, province, or political sub-division thereof.
- (c) **Monthly Payment Limit** The Monthly Payment Limit for any month (or lesser period) for which a Long Term Disability benefit is or would otherwise be payable with respect to the person insured shall be the largest amount which, when added to the Offset Amount determined in accordance with (b) above plus the aggregate amount of the other benefits and payments described below that are provided with respect to the person insured for that month (or lesser period), will result in a sum that does not exceed 70% of monthly earnings as monthly earnings are defined in the Schedule of Insurance.
  - (i) Any salary, wages, commissions or other similar remuneration that the person insured receives, or is entitled to receive, from any gainful occupation or employment in which the person insured actually engages.
  - (ii) Any retirement benefits, or periodic benefits in the nature of retirement benefits, that are provided whether or not pursuant to an insurance or annuity contract, under or by an employee benefit plan or arrangement for which the Policyholder or an Associated Company shall have paid, directly or indirectly, all or a portion of the cost or made payroll deductions or under the United States Social Security Act.
  - (iii) Any periodic benefits for loss of time in connection with accidental bodily injury, sickness or pregnancy that are provided (x) under or by any group, franchise or wholesale insurance contract, other than a group insurance contract for which the Policyholder or an Associated Company paid (directly or indirectly) all or a portion of the cost or made payroll deductions, or (xx) under or by any non-statutory employee health or welfare benefit plan or arrangement (other than a group insurance contract), for which plan or arrangement the Policyholder or an Associated Company shall have paid, directly or indirectly, all or a portion of the cost or made payroll deductions.

**SECTION B LONG TERM DISABILITY INSURANCE PROVISIONS (continued)**

Until Social Security Disability Benefits (primary and dependent), are actually awarded or until notice of the denial of the appeal of the first denial is received, Social Security Disability Benefits will be deemed to have been provided and the Company may include an estimate of the amount of such benefits in its computation of benefits payable under the Policy. If it is reasonable to believe that the benefits and payments from other sources referred to in (b) and (c) above will be payable upon proper completion of the claim therefore, or that such benefits would have been paid except for the failure of the person insured to pursue the claim in time, such benefits or payments will be deemed to have been provided and the Company may include an estimate of the amount of such benefits or payments in its computation of benefits payable under the Policy.

If, after the Company has made one or more payments under the Policy with respect to a person insured, it is discovered that the amount of benefits from other sources that should have been considered in its computation of the amount of any such prior payment(s) is greater or less than what was so considered, an appropriate adjustment will be made. If a net underpayment of benefits was made, the Company will pay the amount necessary to adjust the total payments to the amount which should have been paid. If a net overpayment of benefits was made, such overpayment must be refunded to the Company by or on behalf of the person insured. The Company, at its option, may reduce or eliminate future payments instead of requiring a lump sum reimbursement of an overpayment. The Minimum Benefit provision stated in Section B6 will not apply during the period the overpayment is being recovered in this manner.

**Social Security Freeze**

Reference to payments under the United States Social Security Act in connection with an injury, sickness or pregnancy of the person insured shall be deemed to be reference to such payments as calculated under the United States Social Security Act as constituted on the day immediately following the end of the qualifying period applicable to such disabled person. Increases in the amounts of such payments because of subsequent statutory increases and automatic cost of living increases in Social Security Benefits shall not affect the amount of benefits payable under the Policy.

**B7 EXCEPTIONS** The Long Term Disability Insurance provisions of the Policy do not provide benefits for

- (a) that portion of any period of disability when the person insured is confined in any penal or correctional institution as a result of conviction for a criminal or other public offense; or
- (b) any total disability caused by
  - (1) war, whether declared or undeclared, or any act of war; or
  - (2) intentionally self-inflicted injury of any kind, while sane or insane; or
  - (3) participating in, or in consequence of having participated in, the commission of an assault or felony; or

**SECTION B LONG TERM DISABILITY INSURANCE PROVISIONS (continued)**

- (4) alcoholism, drug addiction, chemical dependency or mental or nervous disease or disorder, except that subject to the other provisions of the Policy, a limited benefit will be paid as provided below.

If the person insured is not Hospital Confined, he will be entitled to benefits for a maximum period of twenty-four months. This twenty-four month maximum is not a separate maximum for each of the conditions, but is an overall maximum applicable to all periods of disability due to alcoholism, drug addiction, chemical dependency or mental or nervous disease or disorder.

The person insured will also be entitled to benefits during any period of Hospital Confinement which starts during this twenty-four month period or within six months of the end of a prior Hospital Confinement for which he was entitled to benefits under this provision. He will also be entitled to benefits during Hospital Confinement which starts before the expiration of a period of three months after the end of the Qualifying Period.

"Hospital Confined" and "Hospital Confinement" mean confinement to a Hospital for twenty-four hours a day.

"Hospital" means an institution which is under the supervision of a medical staff of licensed physicians, has twenty-four hour nursing service by registered graduate nurses, is not specializing as a rest home, convalescent home or a place for the aged, and is operated in accordance with the laws pertaining to hospitals, or pertaining to institutions specializing in the treatment of alcoholism, drug addiction, chemical dependency or mental or nervous disease or disorder, of the jurisdiction in which it is located.

**B8 TERMINATION OF INSURANCE** The person insured's Long Term Disability Insurance shall automatically terminate upon the date of the occurrence of the earliest of the following events, except as may be provided otherwise in the Policy:

- (a) termination of his membership in a class eligible for the Long Term Disability Insurance;
- (b) discontinuance of the Policy or amendment of the Policy to terminate the Long Term Disability Insurance under the Policy or to terminate the Long Term Disability Insurance with respect to the class to which the person insured belongs;
- (c) failure to make, when due, any required contributions;
- (d) the person insured's attainment of the Limiting Age specified in the Schedule of Insurance.

**B9 EXTENDED BENEFIT** If a person is totally disabled on the date his insurance under the Policy terminates and if the disabled person is entitled to benefits for such disability, or would be entitled to benefits upon the expiration of the qualifying period applicable to such disability, benefits shall be payable, subject to the other provisions and exceptions of the policy, as though insurance had not terminated, during the uninterrupted continuance of such total disability.



The provisions on this page apply to all insurance except to Life Insurance or to any insurance provided under an agreement attached to the Life Insurance Policy.

## CLAIMS

**D1 NOTICE AND PROOF OF CLAIM** Written notice of claim must be given to the Company within 20 days after the occurrence or commencement of any loss covered by the Policy. Notice given to the Company at its home office, or to an authorized agent of the Company, with information sufficient to identify the claimant as a person insured under the Policy shall be deemed notice to the Company.

Written proof of claim covering the occurrence, character and extent of the loss for which claim is made must be furnished to the Company at its home office, in the case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss, within 90 days after the end of the first month or lesser period for which the Company may be liable and thereafter at such intervals as the Company may reasonably require, and in the case of claim for any other loss, within 90 days after the date of such loss.

The Company may require as a part of proof of claim itemized bills delineating the extent of loss, if necessary to determine the Company's liability under the Policy, as well as certification as to benefits and payments from other sources which may affect the Company's liability under the Policy. The Company also has the right to require, as a part of claim, satisfactory evidence that application has been made for all benefits and payments from such other sources and that all required proofs for such other benefits and payments have been furnished.

Failure to furnish such notice or proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such notice of proof within such time, provided such notice or proof is furnished as soon as reasonably possible.

**D2 CLAIM FORMS** The Company, upon receipt of a notice of claim, will furnish to the claimant, or to the Policyholder for delivery to the claimant, forms for filing proof of claim. If such forms are not received by the claimant within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of the Policy as to proof of claim upon submitting, within the time fixed in the Policy for filing proofs of claim, written proof covering the occurrence, character and extent of the loss for which claim is made.

**D3 TIME OF PAYMENT OF CLAIM** Subject to due written proof of claim, accrued benefits for loss for which the Policy provides periodic payment will be paid immediately at the end of each month or lesser period for which the Company is liable during the continuance of disability covered by the Policy and any balance unpaid upon the termination of such disability will be paid immediately upon receipt of due written proof of claim. Accrued benefits for any other loss covered by the Policy will be paid immediately upon receipt of due written proof of claim.

**D4 PAYMENT OF CLAIMS** Benefits payable under the Policy for loss of life will be paid to the beneficiary of the person insured, in accordance with the other provisions of the Policy, and all other benefits payable under the Policy will be paid to the person insured, if living, otherwise to his estate.

If any accrued benefits under the Policy, other than for loss of life, shall be payable to the estate of the person insured, or to a person insured who is a minor or otherwise not competent to give a valid release, the Company, at its option and until claim is made by a duly appointed legal representative, guardian or committee, as the case may be, may make payment, up to an amount not exceeding \$1,000, to any one or more of the following surviving relatives of the person insured who is determined by the Company to be equitably entitled thereto: wife, husband, mother, father, child or children, brothers or sisters. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

**D5 PHYSICAL EXAMINATION** The Company, at its own expense, shall have the right and opportunity to examine the person whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim under the Policy and after death to examine the body of such person and to make an autopsy before or after burial where it is not forbidden by law.

**D6 LEGAL ACTIONS** No action at law or in equity shall be brought to recover on the Policy prior to the expiration of sixty days after written proof of claim has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of six years from the time written proof of claim is required to be furnished or, if the maximum period permitted by the law of the state having jurisdiction is longer than six years, the maximum period permitted by the law of such state.

## ENDORSEMENTS

Effective as of the effective date of the person insured's insurance evidenced by the Certificate to which this Endorsement is attached, said Certificate is modified as follows:

Effective as of the effective date of the person insured's Long Term Disability Insurance:

1. Section B1 of the Certificate, entitled "INSURING CLAUSE", is changed to read as follows:

If a person, while insured under the Long Term Disability Insurance provisions of the Policy, becomes totally disabled, as defined below, as a result of accidental bodily injury, sickness or pregnancy and remains continuously so disabled for the duration of the qualifying period set forth below, the Company, subject to the exceptions set forth in Section B7, will pay monthly benefits as provided below unless, as of the day immediately following the end of the qualifying period, the person insured has attained age 70 or more.

2. Section B6 (b) of the Certificate, entitled "Offset Amount", is modified by the addition of the following item:

(iv) Any retirement benefits, or periodic benefits in the nature of retirement benefits, that are provided whether or not pursuant to an insurance or annuity contract, under or by an employee benefit plan or arrangement for which the Policyholder or an Associated Company shall have paid, directly or indirectly, all or a portion of the cost or made payroll deductions or under the United States Social Security Act.

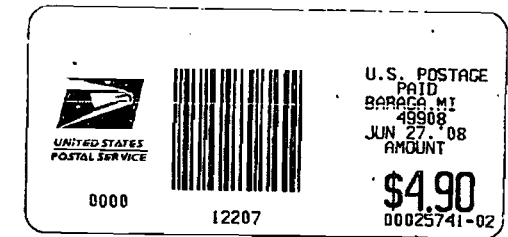
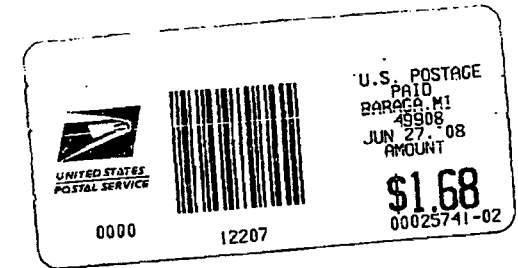
3. Section B6 (c) of the Certificate, entitled "Monthly Payment Limit", is modified to the extent that item (ii), therein, is hereby deleted and rendered inapplicable.
4. Section B6 of the Certificate, entitled "AMOUNT OF BENEFIT", is modified by the addition of the following:

#### Allocation of Benefits

In the event the person insured has received a one sum payment from any of the sources specified in (b) or (c) above, such one sum payment shall be allocated as if the person insured had received such benefit on a periodic basis.

The Company shall rely on information from the source making the one sum payment to determine the manner and amounts of the allocation and the Company shall be saved harmless from acting on such information. If all necessary information has not been furnished to the Company, the allocation shall be determined solely by the Company based on a probable assumption as to the nature and purpose of the one sum payment.





**Joseph P. O'Leary**

*Attorney ♦ Counselor ♦ Consultant*

Post Office Box 759 • Baraga, Michigan 49908

ASSURANT, Inc.  
c/o CORPORATION SERVICE COMPANY  
80 State Street  
Albany, NY 12207-2543

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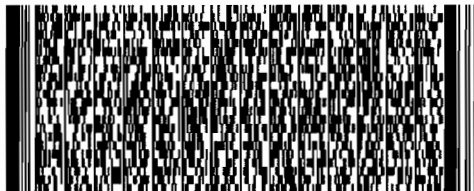


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