# NOTICE: RIGHT TO FILE A COMPLAINT

# KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS.

PROBLEMS WITH YOUR INSURANCE? Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.

Life Insurance Company of North America 1601 Chestnut Street Philadelphia, Pennsylvania 19192 1-800-441-1832

You can also contact the Bureau of Insurance and file a complaint by writing to:

Bureau of Insurance Life and Health Division P.O. Box 1157 Richmond, VA 23218 1-800-552-7945 (in-state) or 804-371-9741 (out-of-state)

TL-005693 (VA)

LIFE INSURANCE COMPANY OF NORTH AMERICA 1601 CHESTNUT STREET PHILADELPHIA, PA 19192-2235 (800) 732-1603 TDD (800) 552-5744 A STOCK INSURANCE COMPANY

**GROUP POLICY** 

**POLICYHOLDER:** Sura/Jefferson Lab

POLICY NUMBER: LK-030402

**POLICY EFFECTIVE DATE:** April 1, 1996

**POLICY REWRITE DATE:** April 1, 2000

**POLICY ANNIVERSARY DATE:** April 1

This Policy is a continuation of and replaces the same numbered policy that became effective April 1, 1996. Any different benefits provided by this Policy become effective on its Rewrite Date shown above. Any different benefits will not affect benefits payable for claims incurred before the Policy Rewrite Date.

This Policy describes the terms and conditions of coverage. It is issued in Virginia and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

Robert J. Upton, Secretary

Michael W. Bell, President

Michael W. Bell

TL-004700 O/O v-1

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### SCHEDULE OF BENEFITS

**Premium Due Date** Premiums are due in arrears on the date coinciding with the day of the

Policy Anniversary Date or the last day of the month, if earlier.

**Participation Requirements** The greater of 75% of Eligible Employees or a minimum of 10 Employees.

# **Classes of Eligible Employees**

Class 1 All active, Full-time or Part-time Employees of the Employer with a regular or term appointment\* working a minimum of 20 hours per week.

\*Term appointment is defined as: a planned position eligible for some or all of SURA's regular benefits plans, which is designed to exist for a specific period of time of at least 91 days and is subject to possible renewal.

### SCHEDULE OF BENEFITS FOR CLASS 1

# **Eligibility Waiting Period**

For Employees hired on or before the Policy Effective Date: No Waiting Period

For Employees hired after the Policy Effective Date:

No Waiting Period

## **Definition of Disability/Disabled**

The Employee is considered Disabled if, solely because of Injury or Sickness, he or she is either:

- 1. unable to perform all the material duties of his or her Regular Occupation or a Qualified Alternative;
- 2. unable to earn 80% or more of his or her Indexed Covered Earnings.

The Insurance Company will require proof of earnings and continued Disability.

# **Definition of Optimum Ability**

While benefits are payable, the greatest extent of work the Employee is able to do in his or her Regular Occupation.

The Employee's ability to work is based on the following:

- 1. medical evidence submitted by the Employee;
- 2. consultation with the Employee's Physician;
- 3. evaluation of the Employee's ability to work by not more than three independent experts if required by the Insurance Company; and
- 4. an offer of employment that meets the Employee's capacity to do the work is made by an employer.

There is no cost to the Employee for evaluation by an independent expert when required by the Insurance Company to determine Optimum Ability.

The independent expert must be:

- 1. licensed, registered or certified as required by the laws of the state in which the evaluation is made; and
- 2. acting within the scope of that license, registration or certificate.

### **Definition of Covered Earnings**

Covered Earnings means an Employee's annual wage or salary as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. Covered Earnings are determined initially on the date an Employee applies for coverage. A change in the amount of Covered Earnings is effective on the date of the change, if the Employer gives us written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

An Employee will be entitled to one change, increase or decrease in benefits if his normal salary were to increase or decrease while he is out on Disability.

**Elimination Period** For Accident: 7 days

For Sickness: 7 days

Gross Disability Benefit The lesser of 66.67% of an Employee's weekly Covered Earnings

rounded to the nearest dollar or the Maximum Disability Benefit.

Maximum Disability Benefit \$1,000 per week

# **Disability Benefit Calculation**

The Weekly Benefit for any week the Employee is Disabled is the Gross Disability Benefit minus the Calculation for Optimum Ability.

The Calculation for Optimum Ability is the earnings the Employee could earn if working at Optimum Ability, minus Disability Earnings.

### **Work Incentive Benefit Calculation**

An Employee may work for wage or profit while Disabled. In any week in which the Employee works and a Disability Benefit is payable, the Work Incentive Benefit Calculation applies. It is determined as follows:

For each week that Disability Benefits are payable, the amount of the Work Incentive Benefit equals (a) minus (b).

- (a) equals 100% of Indexed Covered Earnings, but not more than the Gross Disability Benefit shown in the Schedule of Benefits.
- (b) equals the Calculation for Optimum Ability.

The Calculation for Optimum Ability is the earnings you could earn if working at Optimum Ability, minus Disability Earnings.

The Insurance Company will, from time to time, review the Employee's status and will require satisfactory proof of earnings and continued Disability.

No Disability Benefits will be paid, and insurance will end if the Insurance Company determines the Employee is able to work under a Transitional Work Arrangement or other modified work arrangement and the Employee refuses to do so without Good Cause.

# **Maximum Benefit Period**

For Accident: The date the 13th Disability Benefit is payable. For Sickness: The date the 13th Disability Benefit is payable.

# **Initial Premium Rates**

\$.29 per \$10 of Weekly Benefit

TL-004774

### **ELIGIBILITY FOR INSURANCE**

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date, or the day after he or she completes the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed and within one year becomes a member of an eligible class.

TL-004710

### EFFECTIVE DATE OF INSURANCE

An Employee who is required to contribute to the cost of this insurance may elect to be insured only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date coverage is elected.

Insurance for an Employee who applies for coverage within 31 days after he or she becomes eligible or within 31 days after a Life Status Change, is effective on the latest of the following dates.

- 1. The Policy Effective Date.
- 2. The date payroll deduction is authorized.
- 3. The date the Employer or Insurance Company receives the completed enrollment form.

If an Employee's enrollment form is received more than 31 days after he or she is eligible for this insurance, the Insurability Requirement must be satisfied before this insurance is effective. If approved, this insurance is effective on the date the Insurance Company agrees in writing to insure the Employee.

If an Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to any occupation for the Employer on a Full-time basis.

TL-004712

# TERMINATION OF INSURANCE

An Employee's coverage will end on the earliest of the following dates:

- 1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
- 2. the date the Policy is terminated;
- 3. the date the Employee is no longer in an eligible class;
- 4. the day after the end of the period for which premiums are paid;
- 5. the date the Employee is no longer in Active Service;
- 6. the date benefits end for failure to comply with the terms and conditions of the Policy.

Disability Benefits will continue for an Employee receiving Disability Benefits when the Policy terminates, if he or she remains disabled and meets the requirements of the Policy. Any later period of Disability, regardless of cause, that begins when the Employee is eligible under another group disability coverage provided by any employer, will not be covered.

TL-007505.00

### CONTINUATION OF INSURANCE

Disability Insurance continues if an Employee's Active Service ends due to a Disability for which benefits under the Policy are or may become payable. If the Employee does not return to Active Service, this insurance ends when the Disability ends or when benefits are no longer payable, whichever comes first.

If an Employee's Active Service ends due to an Employer approved unpaid leave of absence, insurance for that Employee will continue for up to 90 days if the required premium is paid.

If an Employee's insurance is continued and he or she becomes Disabled during the leave of absence, Disability Benefits will not begin until the later of the following dates.

- 1. the date the Benefit Waiting Period is satisfied
- 2. the date the Employee was scheduled to return to Active Service

TL-004716

### **DESCRIPTION OF BENEFITS**

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits to each class of Insureds.

# **Disability Benefits**

The Insurance Company will pay Disability Benefits if an Employee becomes Disabled while covered under this Policy. The Employee must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Policy. He or she must provide the Insurance Company, at his or her own expense, satisfactory proof of Disability before benefits will be paid. The Disability Benefit is shown in the Schedule of Benefits.

The Insurance Company will require continued proof of the Employee's Disability for benefits to continue.

### **Elimination Period**

The Elimination Period is the period of time an Employee must be continuously Disabled before Disability Benefits are payable. The Elimination Period is shown in the Schedule of Benefits.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes.

### **Continuity of Coverage**

The following provisions will apply to any Employee who was insured under a Prior Plan.

The Elimination Period under this Policy will be waived for a Disability which begins while the Employee is insured under this Policy if all of the following conditions are met:

- 1. the Disability results from the same or related causes as a Disability for which benefits were payable under the Prior Plan;
- 2. benefits are not payable for the Disability under the Prior Plan solely because it is not in effect;
- 3. an Elimination Period would not apply to the Disability if the Prior Plan had not ended;
- 4. the Employee was in Active Service for more than 14 consecutive days while covered under this Policy; and
- 5. the Disability begins within 6 months of the Employee's return to Active Service.

Benefits will be determined based on the lesser of: (1) the amount of the gross disability benefit under the Prior Plan and any applicable maximums; or (2) those provided by this Policy.

### **Disability Benefit Calculation**

The Disability Benefit Calculation is shown in the Schedule of Benefits. Weekly Disability Benefits are based on the number of days in a normally scheduled work week for the Employee immediately before the onset of Disability. They will be prorated if payable for any period less than a week. If an Employee is working while Disabled, the Disability Benefit Calculation will be the Work Incentive Benefit Calculation.

#### **Work Incentive Benefit Calculation**

The Work Incentive Benefit Calculation is shown in the Schedule of Benefits. An Employee may work for wage or profit while Disabled. In any month in which the Employee works and a Disability Benefit is payable, the Work Incentive Benefit Calculation applies.

The Insurance Company will, from time to time, review the Employee's status and will require satisfactory proof of earnings and continued Disability.

# **Successive Periods of Disability**

A separate period of Disability will be considered continuous:

- 1. if it results from the same or related causes as a prior Disability for which benefits were payable; and
- 2. if, after receiving Disability Benefits, the Employee returns to work in his Regular Occupation or a Qualified Alternative for less than 6 consecutive months; and
- 3. if the Employee earns less than 80% of Indexed Covered Earnings during at least one month.

Any later period of Disability, regardless of cause, that begins when the Employee is eligible for coverage under another group disability plan provided by any employer will not be considered a continuous period of Disability.

For any separate period of disability which is not considered continuous, the Employee must satisfy a new Elimination Period.

# **LIMITATIONS**

### SOCIAL SECURITY ASSISTANCE

The Insurance Company may help the Employee in applying for Social Security Disability Income (SSDI) Benefits, and may require the Employee to file an appeal if it believes a reversal of a prior decision is possible.

The Insurance Company will reduce Disability Benefits by the amount it estimates the Employee will receive, if the Employee refuses to cooperate with or participate in the Social Security Assistance Program.

### RECOVERY OF OVERPAYMENT

The Insurance Company has the right to recover any benefits it has overpaid. The Insurance Company may use any or all of the following to recover an overpayment:

- 1. request a lump sum payment of the overpaid amount;
- 2. reduce any amounts payable under this Policy; and/or
- 3. take any appropriate collection activity available to it.

If an overpayment is due when the Employee dies, any benefits payable under the Policy will be reduced to recover the overpayment.

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# ADDITIONAL BENEFITS

### Rehabilitation During a Period of Disability

If the Insurance Company determines that a Disabled Employee is a suitable candidate for rehabilitation, the Insurance Company may require the Employee to participate in a Rehabilitation Plan. The Insurance Company has the sole discretion to approve the Employee's participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan.

The Rehabilitation Plan may, at the Insurance Company's discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while he or she participates in the program.

If an Employee fails to fully cooperate in all required phases of the Rehabilitation Plan without Good Cause, no Disability Benefits will be paid, and insurance will end.

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### TERMINATION OF DISABILITY BENEFITS

Benefits will end on the earliest of the following dates:

- 1. the date the Employee earns 80% or more of his or her Indexed Covered Earnings;
- 2. the date the Insurance Company determines he or she is not Disabled;

- 3. the end of the Maximum Benefit Period:
- 4. the date the Employee dies;
- 5. the date the Employee refuses, without Good Cause, to fully cooperate in all required phases of the Rehabilitation Plan;
- 6. the date the Employee refuses, without Good Cause, to fully cooperate in a Transitional Work Arrangement;
- 7. the date the Employee is no longer receiving Appropriate Care;
- 8. the date the Employee fails to cooperate with the Insurance Company in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Benefits may be resumed if the Employee begins to cooperate fully in the Rehabilitation Plan or a Transitional Work Arrangement within 30 days of the date benefits terminated.

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# **EXCLUSIONS**

The Insurance Company will not pay any Disability Benefits for a Disability that results, directly or indirectly, from:

- 1. suicide, attempted suicide, or self-inflicted injury while sane or insane.
- 2. war or any act of war, whether or not declared.
- 3. terrorism or active participation in a riot.
- 4. Injury or Sickness while the Employee is serving on full-time active duty in any armed forces. If the Employee sends proof of service, the Insurance Company will refund pro rata the premium paid to cover the Employee during a period of such service.
- 5. commission of a felony.
- 6. the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Policy.
- 7. any cosmetic surgery or surgical procedure that is not Medically Necessary; "Medically Necessary" means the surgical procedure is: (a) prescribed by a Physician as required treatment of the Injury or Sickness; and (b) appropriate according to conventional medical practice for the Injury or Sickness in the locality in which the surgery is performed. (The Insurance Company will pay benefits if the Disability is caused by the Employee donating an organ in a non-experimental organ transplant procedure.)

In addition, the Insurance Company will not pay Disability Benefits for any period of Disability during which the Employee is incarcerated in a penal or corrections institution.

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### **CLAIM PROVISIONS**

### **Notice of Claim**

Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

### **Claim Forms**

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

# **Claimant Cooperation Provision**

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

### **Insurance Data**

The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

### **Proof of Loss**

Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, that the loss continues must be furnished to the Insurance Company at intervals required by us. Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to the Insurance Company.

# **Time of Payment**

Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which the Insurance Company is liable, will be paid at that time.

# To Whom Payable

Disability Benefits will be paid to the Employee. If any person to whom benefits are payable is a minor or, in the opinion of the Insurance Company, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Insurance Company may, at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Employee dies while any Disability Benefits remain unpaid, the Insurance Company may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Employee's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Insurance Company from all liability for any payment made.

# **Physical Examination and Autopsy**

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

### **Legal Actions**

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

### **Time Limitations**

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

# **Physician/Patient Relationship**

The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724

### ADMINISTRATIVE PROVISIONS

### **Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

# **Changes in Premium Rates**

The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

- 1. The terms of the Policy change.
- 2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
- 3. There is a change in the factors bearing on the risk assumed.
- 4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
- 5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

# **Reporting Requirements**

The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

### **Payment of Premium**

The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

### **Notice of Cancellation**

The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

The Insurance Company may cancel the Policy as of any Premium Due Date if the participation requirements are not met.

### **Policy Grace Period**

A Policy Grace Period of 31 days will be granted for the payment of the required premiums under the Policy. The Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date. The Employer will be liable to the Insurance Company for any unpaid premium for the time the Policy was in force.

### **Grace Period for the Insured**

If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

### **Reinstatement of Insurance**

An Employee's insurance may be reinstated if it ends because the Employee is on an unpaid leave of absence.

An Employee's insurance may be reinstated only if reinstatement occurs within 12 weeks from the date insurance ends due to an Employer approved unpaid leave of absence. For insurance to be reinstated the following conditions must be met.

- 1. An Employee must be in a Class of Eligible Employees.
- 2. The required premium must be paid.
- 3. A written request for reinstatement must be received by the Insurance Company within 31 days from the date an Employee returns to Active Service.

Reinstated insurance will be effective on the date the Employee returns to Active Service. If an Employee did not fully satisfy the Eligibility Waiting Period (if any) before insurance ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

TL-004720

### GENERAL PROVISIONS

### **Entire Contract**

The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

### **Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for coverage.

### Misstatement of Age

If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

# **Policy Changes**

No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

# **Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

#### Certificates

A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

# **Assignment of Benefits**

The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

### **Clerical Error**

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

### Agency

The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

TL-004726

### **DEFINITIONS**

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

# Accident

An Accident is a sudden, unforeseeable external event that causes bodily Injury to an Insured while coverage is in force under the Policy.

# **Active Service**

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

- 1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
- 2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

# **Appropriate Care**

Appropriate Care means the determination of an accurate and medically supported diagnosis of the Employee's Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

### **Disability Earnings**

Any wage or salary for any work performed for any Employer during the Employee's Disability, including commissions, bonus, overtime pay or other extra compensation.

# **Employee**

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

# **Employer**

The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

### **Full-time**

Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

### **Good Cause**

A medical reason preventing participation in the Rehabilitation Plan or in a Transitional Work Arrangement. Satisfactory proof of Good Cause must be provided to the Insurance Company.

# **Indexed Covered Earnings**

For the first 12 months Monthly Benefits are payable, Indexed Covered Earnings will be equal to Covered Earnings. After 12 Monthly Benefits are payable, Indexed Covered Earnings will be an Employee's Covered Earnings plus an increase applied on each anniversary of the date Monthly Benefits became payable. The amount of each increase will be the lesser of:

- 1. 10% of the Employee's Indexed Covered Earnings during the preceding year of Disability; or
- 2. the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

# Injury

Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

### **Insurability Requirement**

An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

# **Insurance Company**

The Insurance Company underwriting the Policy is named on the Policy cover page.

### Insured

A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

# **Life Status Change**

A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying an Employee to make changes in benefit selections at a time other than an Annual Enrollment Period.

If there is no Employer sponsored Flexible Benefits Plan, or if it is no longer in effect, the following events are Life Status Changes.

- 1. Marriage
- 2. Divorce, annulment or legal separation
- 3. Birth or adoption of a child
- 4. Death of a spouse
- 5. Termination of a spouse's employment
- 6. A change in the benefit plan available to the Employee's spouse
- 7. A change in the Employee's or spouse's employment status that affects either's eligibility for benefits

# Physician

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

### **Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date.

# **Qualified Alternative**

An occupation that meets all of the conditions that follow:

- 1. the material duties of the occupation can be performed by the Employee based on his or her training, experience or education;
- 2. it is within the same geographic area as the Regular Occupation the Employee holds with the Employer on the date the Employee's Disability begins;
- 3. a job in that occupation is offered to the Employee by the Employer; and
- 4. the wages for that occupation, including commissions and bonus are 80% or more of the Employee's Indexed Covered Earnings.

# **Regular Occupation**

The occupation the Employee routinely performs at the time the Disability begins. In evaluating the Disability, the Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

### **Rehabilitation Plan**

A professionally developed, written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

- 1. assessment;
- 2. rehabilitation, under which the Insurance Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other appropriate services;
- work, which may include modified work, Transitional Work Arrangements, and work on a part-time basis.

### Sickness

Any physical or mental illness.

# **Transitional Work Arrangement**

Work at an occupation for wage or profit offered to the Employee by any employer if all the following conditions are met:

- 1. the sum of wages, commissions, bonus and other compensation for that work is 20% or more of the Employee's Indexed Covered Earnings;
- 2. at the time the work is offered, the Employee can perform, with or without accommodation, some or all of the material duties of that occupation; and
- 3. the Employee is Disabled.

TL-007500.47

# SCHEDULE OF AFFILIATES

The following affiliates are covered under the Policy as of April 1, 2000.

Affiliate Name

Southeastern Universities Research Association

TL-004776

# LIFE INSURANCE COMPANY OF NORTH AMERICA PHILADELPHIA, PENNSYLVANIA

We, Sura/Jefferson Lab, whose main office address is Newport News, VA, hereby apply to the Life Insurance Company of North America for Policy Number LK-030402.

We approve and accept the terms of this Policy.

TL-004778

This application is to be signed in duplicate. One part is to be attached to the Policy; the other part is to be returned to the Life Insurance Company of North America.

This application supersedes any previous application for this Policy.

	Sura/Jefferson Lab
	(Full or Corporate Name of Applicant)
Signed at	By
	By(Signature and Title)
On	Witness
	Witness (To be signed by Licensed Resident Agent where required by law)
TL-004778	(This Copy Is To Remain Attached To The Policy)
	LIFE INSURANCE COMPANY OF NORTH AMERICA PHILADELPHIA, PENNSYLVANIA
We, Sura/Jefferson La for Policy Number LK	b, whose main office address is Newport News, VA, hereby apply to the Life Insurance Company of North America I-030402.
We approve and accept	ot the terms of this Policy.
This application is to l Company of North Ar	be signed in duplicate. One part is to be attached to the Policy; the other part is to be returned to the Life Insurance nerica.
This application super	sedes any previous application for this Policy.
	Sura/Jefferson Lab
	(Full or Corporate Name of Applicant)
Signed at	By
	(Signature and Title)
On	Witness (To be signed by Licensed Resident Agent where required by law)
	(To be signed by Licensed Resident Agent where required by law)

(This Copy Is To Be Returned To Us)