



**UnitedHealthcare<sup>®</sup>**  
**Specialty Benefits<sup>SM</sup>**

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**GROUP SUPPLEMENTAL LIFE  
ACCIDENTAL DEATH AND DISMEMBERMENT  
CERTIFICATE OF COVERAGE**

**FOR**

**LOS ANGELES POLICE RELIEF ASSOCIATION, INC.**

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**POLICY NUMBER: 302292**

**EFFECTIVE DATE: July 1, 2009**

If there is a discrepancy between the provisions of the Policyholder's online or printed Certificates and the provisions of the Certificates furnished by the Company, the provisions of the Group Policy will prevail.

CA – ULIC

Class 4 – Retired Members of LAPRA  
(5-11)

**Unimerica Life Insurance Company**

**A Stock Company**

**Administrative Offices: 6300 Olson Memorial Highway, Golden Valley, MN 55427**

**Phone: 1-866-615-8727**

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**Policyholder:** Los Angeles Police Relief Association, Inc.

**Effective Date:** July 1, 2009

**Policy Number:** 302292

**Beneficiary:** As on file with the Administrator

We, Unimerica Life Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy. Please read it carefully.

The Policy may be amended, changed, cancelled or discontinued without the consent of the Covered Person or the Covered Person's beneficiary.

The benefits described in this Certificate insure the Covered Person and, if applicable, any Dependents eligible for insurance. This Certificate becomes effective at 12:01 A.M. Eastern Standard time on the Effective Date shown above.

**Read the Group Certificate Carefully**

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

If the Policyholder or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.

It is signed at the Home Office of Unimerica Life Insurance Company as of the Effective Date shown above.



Timothy F. Ryan, Secretary



Diane D. Souza, Chief Executive Officer

**Group Life, Accidental Death and  
Dismemberment Insurance Policy  
Non-Participating**

**The Consumer Services Division should be contacted after discussions with the insurer, its agent or other representatives, or both, have failed to satisfactorily resolve a consumer problem at: 300 S. Spring Street, Los Angeles, CA 90013. The phone number is: 1-800-927-HELP.**

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**SCHEDULE OF BENEFITS**

**Class of Members**

This schedule covers the following class(es) of Members of companies and affiliates controlled by the Policyholder:

All sworn retired Employees of Los Angeles Police Department who are members in good standing with the Policyholder, are receiving a pension from the City of Los Angeles Department of Fire and Police Pensions and who were previously insured under a Los Angeles Police Relief Association sponsored policy for Supplemental Life and Accidental Death and Dismemberment Insurance as an active sworn police officer immediately preceding their date of retirement.

**Cost of Insurance:** The Covered Person is required to contribute to the entire cost of his Supplemental Life and AD&D Insurance and Supplemental Dependent Life Insurance.

**Covered Person Insurance:**

**Supplemental Life Insurance and Accidental Death and Dismemberment Benefit:**

The benefit amount applicable to the Covered Person is that which is elected at the time of enrollment.

	<b>Amount of Life Insurance</b>	<b>Amount of Accidental Death and Dismemberment Insurance</b>
Retirees less than age 65		
Option 1	\$4,400	\$4,400
Option 2	\$25,900	\$25,900
Option 3	\$43,200	\$43,200
Option 4	\$43,200	\$43,200
Option 5	\$43,200	\$43,200
Option 6	\$50,000	\$50,000
Retirees age 65 but less than 70		
Option 1	\$2,200	\$2,200
Option 2	\$13,000	\$13,000
Option 3	\$13,000	\$13,000
Option 4	\$13,000	\$13,000
Option 5	\$13,000	\$13,000
Option 6	\$13,000	\$13,000
Retirees age 70 and over		
Option 1	None	None
Option 2	\$6,900	None
Option 3	\$6,900	None
Option 4	\$6,900	None
Option 5	\$6,900	None
Option 6	\$6,900	None

**Evidence of Insurance** will be required for any elected increase in the amount of Supplemental Life Insurance.

**Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis       non-occupational basis

## SCHEDULE OF BENEFITS (continued)

**Supplemental Accelerated Death Benefit:** Up to 50% of the Supplemental Life Insurance in force to a maximum of \$25,000.

### **Dependent Life Insurance:**

**The Dependent's Insurance included in this Certificate applies only to Retirees who have elected plan options 2 through 6, paid premiums and are insured for Dependent Insurance.**

### **Supplemental Life Insurance:**

	<b>Amount of Life Insurance</b>
For Retirees under age 65	
Spouse	\$6,900
Child (each)	
• From live birth but less than 6 months of age	\$700
• 6 months of age but less than 21 years of age, students 21 years of age but less than 25 years of age	\$6,900
For Retirees age 65 but less than age 70	
Spouse	\$6,500
Child (each)	
• From live birth but less than 6 months of age	\$700
• 6 months of age but less than 21 years of age, students 21 years of age but less than 25 years of age	\$6,500
For Retirees age 70 and over	
Spouse	\$3,500

## GENERAL DEFINITIONS

The male pronoun, whenever used in the Policy, includes the female.

**Contributory or Non-Contributory Insurance:** Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions. Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.

**Covered Person:** The Member insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

**Dependent:** Includes

1. a legal Spouse including a Domestic Partner; and
2. any unmarried Child.

A Child is:

1. less than 21 years of age; or
2. an Eligible Student;
  - a. who is not married;
  - b. who is not in the armed forces of any country;
  - c. who is not insured under the Policy as a Covered Person;
  - d. less than 25 years of age;
  - e. who attends an accredited post-secondary school (other than a correspondence school) on a full-time basis as defined by the post-secondary school; and
  - f. is enrolled in the next scheduled term; or
3. unmarried and physically or mentally disabled.

The term "Child" includes a natural child, legally adopted child, stepchild, or foster child, or any child who lives with the Covered Person in a regular parent-child relationship, provided the Covered Person claims such Child as a Dependent on the Covered Person's most recent federal income tax return.

**Domestic Partner:** A person of the opposite or same sex with whom the Covered Person has executed a Domestic Partner Affidavit acceptable to Us, establishing that the Covered Person and the partner are Domestic Partners. The partners will continue to be considered Domestic Partners provided they continue to meet the requirements described in the Domestic Partner Affidavit.

**Employer:** The City of Los Angeles.

**Hospital or Medical Facility:** A legally operated, accredited facility licensed to provide full-time care and treatment for the condition for which benefits are payable under the Policy. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities that primarily provide custodial, education or rehabilitative care, or long-term institutional care on a residential basis.

**Physician:** A practitioner of the healing arts who is:

1. duly licensed in the state in which the treatment is received; and
2. practicing within the scope of that license.

The term Physician does not include the Covered Person, the Covered Person's Spouse, children, parents, parents-in-law, or siblings.

**We, Our and Us:** Unimerica Life Insurance Company.

## GENERAL PROVISIONS

**Entire Group Contract; Changes:** The master group insurance Policy, the application of the Policyholder, if any, and the individual applications, if any, of the persons eligible for coverage, constitute(s) the entire contract between the parties, and any statement made by the Policyholder, or by any individual eligible for coverage under the Policy, shall, in the absence of fraud, be deemed a representation and not a warranty.

No such statement shall void the insurance or reduce the benefits under the Policy or be used in defense to a claim hereunder unless it is contained in a written application.

No change in the Policy shall be valid unless approved by an executive officer of Ours and unless such approval be endorsed thereon or attached thereto. No agent has authority to change the Policy or to waive any of its provisions.

**Time Limit on Certain Defenses:** No claim for loss incurred or commencing after two years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

**Notice of Claim:** Written notice of claim must be given to Us within 30 days of the date of death or the date injury occurred, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to Us at the administrative address shown on the face page of this Certificate, with information sufficient to identify the Covered Person (i.e. name, the Policyholder's name and the Policy number) shall be deemed notice to Us.

**Claim Forms:** We, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements for the Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Proofs of Loss:** Written proof of loss must be furnished to Us, in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which We are liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Member, later than one year from the time proof is otherwise required.

**Time of Payment of Claim:** Indemnities payable under the Policy for any loss other than loss for which this policy provides periodic payments will be paid to the Covered Person as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which this policy provides periodic payment will be paid to the Covered Person monthly and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

### **Payment of Claims:**

Dependent Life Benefits will be paid to:

1. the Covered Person, if living;
2. the legal Spouse of the Covered Person, if the Covered Person is not living; or
3. the estate of the Dependent, if the legal Spouse of the Covered Person is not living.

## GENERAL PROVISIONS (continued)

Indemnity for loss of a Member's life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the Covered Person's estate. Any other accrued indemnities unpaid at death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Covered Person.

If any indemnity of this policy shall be payable to a Covered Person's estate, or to any person or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1,000 to the Covered Person's or the beneficiary's relative by blood or connection by marriage who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

**Physical Examinations:** We, at Our own expense, shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

**Legal Action:** No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Misstatement of Age:** If a Covered Person's age has been misstated, the amount payable shall be such as the premium paid for coverage would have purchased at the correct age.

**Policy Cancellation:** After the Policy has been in force for 12 consecutive months, We may cancel this Policy at any time by written notice delivered to the Policyholder, or mailed to its last address as shown on Our records, stating when, not less than 31 days thereafter, such cancellation shall be effective; and the Policyholder may cancel this Policy at any time by written notice delivered or mailed to Us, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either Us or the Policyholder, We shall promptly return on a pro-rata basis the unearned premium paid, if any, and the Policyholder shall promptly pay on a prorata basis the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

We may cancel or offer to modify the Policy for any reason, including the Policyholder's failure to perform any of its obligations that relate to the Policy; the Policyholder does not provide Us with information that We need to administer the Policy.

**Discretionary Authority:** When making a benefit determination under the Policy, We have discretionary authority to determine eligibility, if applicable, for benefits and to interpret the terms and provisions of the Policy. This provision does not prevent the bringing of a legal action under the Legal Action provision, nor does it serve to deprive any insurance department of its statutory rights and obligations.



## GENERAL PROVISIONS (continued)

**Fraud:** We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if a Covered Person or the Policyholder knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall 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 such person's lifetime, nor unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

**Termination of a Policyholder's Insurance:** Insurance under the Policy will terminate on the earliest of the following dates:

1. on the Premium Due Date of any premium which remains unpaid at the end of the Grace Period.
2. the date the Policyholder terminates its participation under the Policy. The Policyholder must give 31 days advance written notice to Us.
3. the date on which the Policyholder fails to comply with or intentionally makes material misrepresentation relating to the Policy.

We reserve the right to terminate insurance under the Policy on the date that the number of Covered Persons insured under the Policyholder decreases to less than:

1. 75% of all eligible Members of a Policyholder, if the Policyholder contributes partially towards the cost of insurance;
2. 100% of all eligible Members of a Policyholder, if the Policyholder contributes in whole towards the cost of insurance; or
3. 2 Covered Persons.

## COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Covered Person's Eligibility:** A Member who was previously insured for Supplemental Life and Accidental Death and Dismemberment Insurance as an active full-time Member of the Employer immediately preceding his date of retirement and who is eligible to receive an Employer pension as of the date of retirement.

**Effective Date of Covered Person Insurance:** If a Member was Actively at Work on the day before he retired and he is eligible to receive an Employer pension as of the date of retirement, his insurance as a retiree will continue for the amount stated on the Schedule of Benefits.

A Member must use forms provided by Us when applying for insurance.

**Termination of Covered Person Insurance:** The Covered Person's insurance will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

1. the last day of the period for which a premium payment is made, if the next payment is not made;
2. the last day of the month during which he ceases to be a member of a class eligible for insurance; or
3. the date the Policy terminates, or a specific benefit terminates.

## DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Dependents are eligible for insurance on the latest of the following dates:

1. the date the Covered Person becomes eligible for Dependent Insurance;
2. the date a person becomes a Dependent; or

The Covered Person's Spouse or Child will not be eligible for Dependent Insurance if the Spouse or Child is:

1. eligible for insurance under the Policy as a Covered Person; or
2. a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard.

**Effective Date of Dependent Insurance:** No insurance will take effect on any day the Dependent (other than a newborn child) is confined in a Hospital or Medical Facility. Instead, insurance will take effect on the day following discharge from the Hospital or Medical Facility.

A Covered Person must use forms provided by Us when applying for Dependent Insurance.

Dependents will not be insured until the Member is insured.

The Dependent Insurance will be effective at 12:01 A.M. Eastern Standard time.

**Termination of Dependent Insurance:** Insurance on a Dependent will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

1. the last day of the month during which he ceases to be a Dependent as defined in the Policy;
2. the last day of the month during which the Covered Person ceases to be a member of a class eligible for Dependent insurance;
3. the date the Covered Person's insurance under the Policy terminates;
4. the last day of the month during which the Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
5. the last day of the period for which a Dependent's required premium payment is made, if the next payment is not made; or
6. the date the Policy terminates, or a specific benefit terminates.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON

**Death Benefits:** We will pay the Covered Person's beneficiary the amount of insurance in force on the date of death when We receive satisfactory proof of a Covered Person's death. The benefit will be paid in accordance with the Payment of Claims provision.

**Assignment:** Life insurance as provided by the Policy may be assigned as an absolute assignment only. In making an assignment, the Covered Person must transfer all his present and future ownership rights to the person to whom he assigned the insurance. This includes the right to change the beneficiary and to convert the insurance. The Covered Person may not make a collateral or partial assignment of his insurance.

**Beneficiary:** The Covered Person's beneficiary will be the person(s) he names in writing to receive any amount of insurance payable due to his death.

The Covered Person may name or change a beneficiary by giving Us written notice at Our Home Office on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it.

If the Covered Person names more than one beneficiary, those who survive will share equally unless the Covered Person specifies otherwise.

**Settlement Options:** Instead of a single payment, the Covered Person may choose to have all or part of the insurance paid under one of the settlement options We have available. We will give the Covered Person full information about the options upon request.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Conversion Privilege:** The Covered Person may convert:

1. all or part of his Life Insurance to an individual policy of life insurance, other than term insurance, if his insurance terminated because he ceases to be a member of a class eligible for insurance;
2. the amount of insurance to an individual policy of life insurance, other than term insurance, that is lost due to a reduction of insurance because of age;
3. a limited amount of insurance to an individual policy of life insurance, other than term insurance, if he has been continuously insured under the Policy (or the policy it replaced) for five years and the insurance terminated due to termination or amendment of the Policy. The amount the Covered Person may convert in this case is the smaller of the following:
  - a. the amount of Life Insurance which terminates, less the amount he became eligible for under any Policy within 31 days after this insurance terminated; or
  - b. \$10,000.

The Covered Person may convert to any policy, other than term insurance, We are issuing for the purpose of conversions. The conversion policy will not have disability or other supplementary benefits. No evidence of insurability will be required. The Covered Person must submit a written application and the first premium payment for the conversion policy to Our Home Office within 31 days after his insurance terminates. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and the form of the conversion policy, and on his class of risk and age on the date the conversion takes effect.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON (continued)

If the Covered Person dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled to convert. We will do this whether or not application was made.

The conversion policy will take effect on the later of:

1. its date of issue; or
2. 31 days after the date this insurance terminates.

Members rehired after converting insurance must either lapse that insurance or provide evidence of insurability to keep that individual policy.

**Supplemental Life Limitations:** No benefit will be paid for any loss caused directly or indirectly from:

1. suicide occurring within 24 months after the Covered Person's initial Effective Date of insurance; or
2. suicide occurring within 24 months after the Effective Date of any increase or additional insurance.

## ACCELERATED DEATH BENEFIT FOR COVERED PERSON

**The Accelerated Death Benefit payment may be taxable to the Covered Person. The Covered Person should seek assistance from his personal tax advisor regarding taxes the Covered Person may have to pay as the result of claiming Accelerated Death Benefits.**

If while insured under the Policy, the Covered Person becomes terminally ill (called the "qualifying event") with a life expectancy of less than 12 months and the Covered Person has met all of the conditions set forth below, We will pay the Covered Person the amount of insurance shown in the Schedule of Benefits.

The Covered Person may elect to receive an Accelerated Death Benefit amount that is stated on the Schedule of Benefits. However, an Accelerated Death Benefit payment against the Covered Person's Life Insurance Benefit can only be made once in the Covered Person's lifetime.

The Life Insurance Benefit amount will be reduced by the amount paid under this provision.

The Covered Person must submit written medical evidence signed by the treating Physician and acceptable to Us that he is:

1. under a Physician's care for that condition, and
2. has a life expectancy of less than 12 months.

The Accelerated Death Benefit amount will be paid to the Covered Person after the Covered Person meets all of the conditions listed above.

We reserve the right to ask for a medical exam in connection with a claim.

The Covered Person must continue to pay any applicable premium for the amount of Life Insurance Benefits remaining after the reduction.

Upon the Covered Person's death, the amount of Life Insurance Benefits paid to the Covered Person's beneficiary will be reduced by the amount already paid under this provision.

**Limitations:** Accelerated Death Benefits will not be payable if:

1. the Covered Person has assigned his Life Insurance Benefits; or
2. We have been notified that all or a portion of the Life Insurance Benefits are to be paid to the Covered Person's former Spouse as part of a divorce agreement; or
3. the Covered Person is required by law to accelerate benefits in order to meet the claims of creditor(s); or
4. the Covered Person is required by a government agency to accelerate benefits in order to qualify for a government benefit or entitlement.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON

If the Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

1. injury occurred while the insurance was in force under this section;
2. loss occurred within 90 days after the injury; and
3. loss was due to injury independent of all other causes.

**Amount of Insurance:** The amount of insurance shown in the Schedule of Benefits will be paid according to the following table:

Loss of life	100%
Loss of both hands or both feet	100%
Loss of sight of both eyes	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Loss of speech	25%
Loss of hearing	25%

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing. Quadriplegia means total and permanent Paralysis of both upper and lower limbs. Paraplegia means total and permanent Paralysis of both lower limbs. Hemiplegia means total and permanent Paralysis of upper and lower limbs on one side of the body. Paralysis means permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be the result of an injury to the brain or spinal cord and without the severance of a limb.

In paying this benefit, We will consider only losses sustained while insured under this section of the Policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one injury.

**Seat Belt and Air Bag Benefit for Covered Person:** We will pay an additional Seat Belt benefit for the loss of the Covered Person's life that results from injuries sustained while driving or riding in a private Passenger Car if such Covered Person's Seat Belt was properly fastened. A benefit is not payable under this provision, if:

1. the Covered Person is either a driver or passenger, and the driver was legally intoxicated or under the influence of drugs at the time of the accident; or
2. the driver of the private Passenger Car does not hold a current and valid driver's license at the time of the accident.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON  
(continued)**

An additional Air Bag Benefit will be paid if:

1. Seat Belt Benefit is payable; and
2. the private Passenger Car is equipped with a single Air Bag and the Covered Person is the driver; or
3. the private Passenger Car is equipped with an Air Bag for both the driver and for the front passenger seat and the Covered Person is the driver or front seat passenger; or
4. the private Passenger Car is equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the Covered Person is the driver, front seat passenger or rear seat passenger; and
5. the police report or other evidence establishes that the Air Bag inflated properly upon impact.

We will pay:

1. A Seat Belt benefit of an amount equal to 10% of the full amount of Accidental Death and Dismemberment Benefit; or
2. A Seat Belt and Air Bag Benefit of an amount equal to 10% of the full amount of Accidental Death and Dismemberment Benefit.

However, the amount payable will not exceed \$10,000 for the Seat Belt Benefit or \$20,000 for the combined Seat Belt and Air Bag Benefit.

The accident causing the Covered Person's death must occur while the Covered Person is insured under the Policy.

**Passenger Car** means, for the purposes of this Accidental Death and Dismemberment Benefit, any validly registered four-wheel private Passenger Car. **Seat Belt** means any restraint device which meets published federal safety standards, has been installed by the car manufacturer or reinstalled according to the manufacturer's specifications and has not been altered after such installation. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

**Air Bag** means, for the purposes of this Accidental Death and Dismemberment Benefit, a supplemental restraint system that inflates for added protection to the head and chest areas. The Air Bag must meet published federal safety standards, be installed by the car manufacturer or consist of proper replacement parts as required by the car manufacturer's specifications and not have been altered after such installation.

**Limitations:** We will not pay a benefit for a loss caused directly or indirectly by:

1. disease, bodily or mental infirmity, or medical or surgical treatment of these;
2. suicide or intentionally self-inflicted injury, while sane or insane;
3. participation in a riot or insurrection, or commission of an assault or felony;
4. war or any act of war, declared or undeclared;
5. use of any drug, hallucinogen, controlled substance, or narcotic unless prescribed by a Physician;
6. driving while intoxicated, as defined by the applicable state law where the loss occurred;
7. injury arising out of or in the course of any occupation or employment for pay or profit, or any injury or sickness for which the Covered Person is entitled to benefits under any Workers Compensation Law, Employers Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule of Benefits;



**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON  
(continued)**

**Assignment:** Accidental Death and Dismemberment insurance provided by the Policy cannot be assigned.

## LIFE INSURANCE BENEFIT FOR DEPENDENTS

**Death Benefits:** We will pay the Life Insurance Benefit amount in force on a Dependent, if insured under this section of the Policy, when We receive proof of his death. The amount of insurance is shown in the Schedule of Benefits. Eligible Dependents are defined in the "General Definitions" section of the Policy.

**Assignment:** The Dependent Life Insurance Benefit provided by the Policy cannot be assigned.

**Conversion:** A Dependent may convert all or part of his Life Insurance to an individual life policy, other than term insurance, if his insurance terminates because:

1. the Covered Person ceases to be a member of a class eligible for Life Insurance;
2. the Covered Person's legal Spouse lost insurance due to a reduction of insurance because of age;
3. the Covered Person is Totally Disabled or dies; or
4. the Dependent is no longer eligible for Dependent Life Insurance. A Dependent may convert a limited amount of insurance to an individual life policy, other than term insurance, if he was continuously insured under the Policy (or the policy it replaced) for five years if his insurance terminated due to the Policy being terminated or amended.

The amount the Dependent may convert in this case is the smaller of the following:

1. the Life Insurance Benefit amount which terminates less the amount he may become eligible for under any group within 31 days after this insurance terminated; or
2. \$10,000.

The Dependent may convert to any policy We are using for the purpose of conversions. The conversion policy will not have disability or other supplemental benefits. No evidence of insurability is required. The Dependent must submit a written application and the first premium to Our Home Office within 31 days after this insurance terminated. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and form of the conversion policy, and on the Dependent's class of risk and age on the date the conversion takes effect.

If the Dependent dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled to convert. We will do this whether or not application was made.

The conversion policy will take effect on the later of:

1. its date of issue; or
2. 31 days after the date this insurance terminated.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR DEPENDENTS

If the Dependent suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

1. injury occurred while the insurance was in force under this section;
2. loss occurred within 90 days after the injury; and
3. loss was due to injury independent of all other causes.

**Amount of Insurance:** The amount of insurance shown in the Schedule of Benefits will be paid according to the following table:

Loss of life	100%
Loss of both hands or both feet	100%
Loss of sight of both eyes	100%
Loss of one hand and sight of one eye	100%
Loss of one foot and sight of one eye	100%
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Loss of speech	25%
Loss of hearing	25%

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing. Quadriplegia means total and permanent Paralysis of both upper and lower limbs. Paraplegia means total and permanent Paralysis of both lower limbs. Hemiplegia means total and permanent Paralysis of upper and lower limbs on one side of the body. Paralysis means permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be the result of an injury to the brain or spinal cord and without the severance of a limb.

In paying this benefit, We will consider only losses sustained while insured under this section of the Policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one injury.

**Seat Belt and Air Bag Benefit for Dependent:** We will pay an additional Seat Belt benefit for the loss of the Dependent's life that results from injuries sustained while driving or riding in a private Passenger Car if such Dependent's Seat Belt was properly fastened. A benefit is not payable under this provision, if:

1. the Dependent is either a driver or passenger, and the driver was legally intoxicated or under the influence of drugs at the time of the accident; or
2. the driver of the private Passenger Car does not hold a current and valid driver's license at the time of the accident.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR DEPENDENTS (continued)

An additional Air Bag Benefit will be paid if:

1. Seat Belt Benefit is payable; and
2. the private Passenger Car is equipped with a single Air Bag and the Dependent is the driver; or
3. the private Passenger Car is equipped with an Air Bag for both the driver and for the front passenger seat and the Dependent is the driver or front seat passenger; or
4. the private Passenger Car is equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the Dependent is the driver, front seat passenger or rear seat passenger; and
5. the police report or other evidence establishes that the Air Bag inflated properly upon impact.

We will pay:

1. A Seat Belt benefit of an amount equal to 10% of the full amount of the Dependent's Accidental Death and Dismemberment Benefit; or
2. A Seat Belt and Air Bag Benefit of an amount equal to 10% of the full amount of Dependent's Accidental Death and Dismemberment Benefit.

However, the amount payable will not exceed \$10,000 for the Seat Belt Benefit or \$20,000 for the combined Seat Belt and Air Bag Benefit.

The accident causing the Dependent's death must occur while the Dependent is insured under the Policy.

**Passenger Car means:** for the purposes of this Accidental Death and Dismemberment Benefit, any validly registered four-wheel private Passenger Car. Seat Belt means any restraint device which meets published federal safety standards, has been installed by the car manufacturer or reinstalled according to the manufacturer's specifications and has not been altered after such installation. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

**Air Bag means:** for the purposes of this Accidental Death and Dismemberment Benefit, a supplemental restraint system that inflates for added protection to the head and chest areas. The Air Bag must meet published federal safety standards, be installed by the car manufacturer or consist of proper replacement parts as required by the car manufacturer's specifications and not have been altered after such installation.

**Limitations:** We will not pay a benefit for a loss caused directly or indirectly by:

1. disease, bodily or mental infirmity, or medical or surgical treatment of these;
2. suicide or intentionally self-inflicted injury, while sane or insane;
3. participation in a riot or insurrection, or commission of an assault or felony;
4. war or any act of war, declared or undeclared;
5. use of any drug, hallucinogen, controlled substance, or narcotic unless prescribed by a Physician;
6. driving while intoxicated, as defined by the applicable state law where the loss occurred;

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR DEPENDENTS (continued)**

7. injury arising out of or in the course of any occupation or employment for pay or profit, or any injury or sickness for which the insured Dependent is entitled to benefits under any Workers Compensation Law, Employers Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule of Benefits;

**Assignment:** Accidental Death and Dismemberment insurance provided by the Policy cannot be assigned.

## **SPOUSE TRAINING BENEFIT UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

When We receive proof that a Covered Person dies as a result of an injury and an Accidental Death and Dismemberment Loss of Life benefit is payable, then We will pay an additional Spouse Training Benefit to the Covered Person's Spouse if:

The Spouse is insured under the Policy on the date of the Covered Person's accident, and is enrolled in a post secondary institution, professional or trade school training program:

1. for the purpose of obtaining an independent source of support and maintenance; and
2. within 36 months of the date of the Covered Person's death.

The Spouse Education Benefit payable is the lesser of:

1. expenses incurred for the training which includes tuition charged and the costs of materials needed, but does not include room and board costs;
2. 25% of the Covered Person's Spouse's full Accidental Death and Dismemberment Benefit;
3. \$10,000.

**REPATRIATION BENEFIT FOR COVERED PERSONS AND DEPENDENTS UNDER THE  
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

We will pay a Repatriation Benefit if all of the following requirements are met:

1. an Accidental Death and Dismemberment Loss of Life benefit as the result of an injury is payable on behalf of the Covered Person's death or the death of a Dependent;
2. The Covered Person's or the Covered Person's Dependent's death occurs more than 200 miles from his primary place of residence and occurs outside the state or country of the Covered Person's or the Covered Person's Dependent's place of permanent residence; and
3. Covered Expenses are incurred for the preparation and transportation of the Covered Person's body or the Dependent's body to a mortuary near the primary place of residence.

The amount of the Repatriation Benefit is the lesser of:

1. the Covered Expenses incurred; or
2. 10% of the Covered Person's Accidental Death & Dismemberment Loss of Life benefit; or
3. \$5,000.

The Repatriation Benefit is payable to the person who incurs the expenses.

Covered Expenses include, but are not limited to the usual and customary fee or charge for the services rendered and supplies furnished in the area where services are rendered or the supplies are furnished. Such services and supplies include, but are not limited to, embalming, cremation, coffins, and transportation.

## **EDUCATION BENEFIT FOR COVERED PERSON UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

We will pay a yearly Education Benefit to each of the Covered Person's Qualified Children if:

1. an Accidental Death and Dismemberment Loss of Life benefit is payable for the Covered Person;
2. the Covered Person dies within 90 days after the date of the accident causing the accidental bodily injury;
3. proof is given to Us that the Child is a Qualified Child; and
4. the Qualified Child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level.

The maximum yearly Education Benefit amount is the lesser of:

1. 5% of the Covered Person's Accidental Death and Dismemberment Loss of Life benefits; or
2. \$5,000.

However, We will not pay more than \$10,000 per year for all Qualified Children combined.

This Education Benefit is payable in addition to any other benefits provided under the Policy. We will not pay more than one Education Benefit per Qualified Child during any one school year.

If the Covered Person has no surviving Children, or the Children are not insured under the Policy, or the Children do not meet the Education Benefit requirements, then no Education Benefit will be paid.

The Education Benefit will terminate for each Qualified Child on the earliest of the following dates:

1. the date the Qualified Child fails to furnish proof as required by Us;
2. the date the Qualified Child no longer qualifies as a Dependent Child for any reason except the Covered Person's death; or
3. the date on which the fourth Education Benefit has been paid.

The following term is defined for the purposes of this Education Benefit:

Qualified Child is any of the Covered Person's unmarried children under the age shown in the General Definitions section who, on the date of the Covered Person's death as a result of an injury, was either:

1. enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level; or
2. at the 12<sup>th</sup> grade level and enrolls as a full-time student in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level within 365 days following the date of the Covered Person's death.



## **California Consumer Complaint Notice**

If you have any questions or problems with your coverage, We will be ready to help you. Our contact information is:

**Unimerica Life Insurance Company  
A Stock Company**

**Administrative Offices: 6300 Olson Memorial Highway, Golden Valley, MN 55427  
1-866-322-3932**

You may also call the California Department of Insurance for assistance. However, We ask that you give Us the opportunity to try to resolve your problem. Please, call us first. If, We fail to help you, you may still ask the California Department of Insurance for assistance. Their contact information is:

**California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, California 900013  
1-800-927-HELP  
(1-800-927-4357)**

## STATUTORY PROVISIONS

### ARKANSAS

Residents of the state of Arkansas, the following provision is included to bring your Certificate into conformity with Arkansas state law:

#### **Insurer Information Notice**

Any questions regarding the Policy may be directed to:  
Unimerica Life Insurance Company  
Administrative Offices  
6300 Olson Memorial Highway  
Golden Valley, MN 55427  
1-866-615-8727

If the question is not resolved, you may contact the Arkansas Insurance Department:  
Arkansas Insurance Department  
Consumer Services Division  
400 University Tower Building  
Little Rock, Arkansas 77204  
Telephone: 1-800-852-5494

### IDAHO

Residents of the state of Idaho, the following provision is included to bring your Certificate into conformity with Idaho state law:

#### **Definition of Dependent**

When dependent coverage is included in the Certificate of Coverage, the definition of Dependent will not include a Domestic Partner. The state of Idaho does not recognize a Domestic Partner as a Dependent eligible for Dependent Life or Accidental Death and Dismemberment Insurance.

#### **Incontestability**

The Incontestability provision as contained in the section entitled CERTIFICATE GENERAL PROVISIONS is hereby changed to read as follows:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for one year from its date of issue. No statement made by any Covered Person relating to his insurability shall 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 one year during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

### LOUISIANA

Residents of the state of Louisiana, the following provision is included to bring your Certificate into conformity with Louisiana state law:

#### **Applicable to Policies that include an Accelerated Death Benefit:**

NOTICE: This is a Life Insurance Policy which pays Accelerated Death Benefits at the Policyholder's option under conditions specified in the Policy.

## MINNESOTA

Minnesota has determined that its statutory requirements apply to Minnesota residence when non-Minnesota situated Employers have 25 or more Members residing in Minnesota.

Any questions regarding these statutory requirements may be directed in writing to:

UnitedHealthcare Specialty Benefits  
Contract Services  
MN010-W115  
6300 Olson Memorial Highway  
Golden Valley, MN 55427

## MISSOURI

Residents of the state of Missouri, the following provision is included to bring your Certificate into conformity with Missouri state law:

### **Suicide**

When a Suicide Limitation for Life Insurance is included in the Certificate of Coverage, no benefit will be paid for any loss caused directly or indirectly from suicide occurring within one year after the Covered Person's initial effective date or effective date or any increase of additional insurance.

In the event the insured dies as a result of suicide within one year from the date of issue of the policy, the Policyholder shall promptly refund all premiums paid for coverage.

### **Waiver**

When a WAIVER OF PREMIUM section is included in the Certificate of Coverage the definition of Total Disability or Totally Disabled is replaced with the following:

**Total Disability or Totally Disabled:** For purposes of this section, means the Covered Person's inability, because of sickness or injury to perform the material and substantial duties of the Covered Person's occupation for a period of at least twelve (12) months, unless the total benefit period is less than twelve (12) months. After the initial benefit period, total disability shall mean the Covered Person's inability to perform the material and substantial duties of any occupation for which the insured is qualified by education, training or experience.

## MONTANA

Residents of the state of Montana, the following provision is included to bring your Certificate into conformity with Montana state law:

**Conformity with Montana Statutes:** For Montana residents, the provisions of this Policy are intended to conform to the minimum requirements of Montana law. If any provision of the Policy conflicts with any Montana statutes, the provision will be deemed to conform to the minimum requirements of the Montana law.

### **Discretionary Authority**

When a Discretionary Authority provision is shown in the CERTIFICATE GENERAL PROVISIONS section it is hereby deleted in its entirety.

### **Dependent Definition**

When dependent coverage is included in the Certificate of Coverage, the definition of a Dependent Child shall include a child placed for adoption.

When dependent coverage is included in the Certificate of Coverage and Domestic Partners are described in the definition of a Dependent, the definition of a Domestic Partner will be expanded to include a person of the opposite or same sex.

## **MONTANA (continued)**

### **Conversion Privilege**

The Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is modified to allow a Covered Person to convert a limited amount of insurance to an individual policy of life insurance, other than term, if he has been continuously insured under the Policy (or the policy it replaced) for three years and the insurance terminated due to termination or amendment of the Policy.

When dependent life insurance coverage is included in the Certificate of Coverage, the Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is modified to allow a Dependent to convert a limited amount of insurance to an individual life policy, other than term, if he was continuously insured under the Policy (or the policy it replaced) for three years if his insurance terminated due to the Policy being terminated or amended.

## **NEW HAMPSHIRE**

Residents of the state of New Hampshire, the following provision is included to bring your Certificate into conformity with New Hampshire state law:

### **Conversion Privilege**

The Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is expanded to include the following:

The Covered Person will be given written notice of this conversion privilege and its duration within 15 days after the date of termination of the Policy. If this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion will be extended for a period of 15 days following the date of the written notice. Such notice will be mailed to the Covered Person at the last address furnished to the Policyholder.

When dependent life insurance coverage is included in the Certificate of Coverage, the Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is expanded to include the following:

The Dependent will be given written notice of this conversion privilege and its duration within 15 days after the date of termination of the Policy. IF this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion will be extended for a period of 15 days following the date of the written notice. Such notice will be mailed to the Dependent at the last address furnished to the Policyholder.

### **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate of Coverage is modified to include the following:

Failure to furnish such proof of claim within the Certificate of Coverage stated time limit will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as it was reasonably possible.

### **Discretionary Authority**

When a Discretionary Authority provision is shown in the Certificate of Coverage GENERAL PROVISIONS section it is hereby deleted in its entirety.

## NORTH CAROLINA

Residents of the state of North Carolina, the following provision is included to bring your Certificate into conformity with North Carolina state law:

### **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate is modified as follows:

Written proof of claim must be filed within 180 days of the loss. However, if it is not possible to give proof within 180 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

### **Occupational Injury or Sickness Exclusion**

Any exclusion that applies to an Occupational Injury or Sickness is hereby replaced by the following:

An Occupational Injury or Sickness for treatments which are paid under the North Carolina Worker's Compensation Act only to extent such services or supplies are the liability of the Member, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

## NORTH DAKOTA

Residents of the state of North Dakota, the following provision is included to bring your Certificate into conformity with North Dakota state law:

**10 Day Right to Examine Certificate:** There is a 10 day right to review this Certificate. If You decide not to keep it, it may be returned to Us within 10 days of the original Certificate Effective Date. In that event, We will consider it void from the Certificate Effective Date and refund all premium paid. Any claims paid during the initial 10 day period will be deducted from the refund.

## OKLAHOMA

Residents of the state of Oklahoma, the following provision is included to bring your Certificate into conformity with Oklahoma state law:

**Certificates delivered to residents of state of Oklahoma are subject to Oklahoma laws.**

### **Dependent Child Definition**

When dependent coverage is included in the Certificate of Coverage, no age limitation will be applied to a Dependent Child who is an Eligible Student.

The term "Child" includes a natural child, legally adopted child, stepchild, foster child or any child who is under the custody of the Covered Person

### **Incontestability**

The Incontestability provision shown in the Certificate GENERAL PROVISIONS section is replaced by the following:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall 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 such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

## **OKLAHOMA (continued)**

### **Life Insurance Payment of Claim:**

The Payment of Claim provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is replaced by the following:

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. We will make payment within 60 days of receipt of due proof of death. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

When dependent coverage is included in the Certificate of Coverage, the Payment of Claim provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is replaced by the following:

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. We will make payment within 60 days of receipt of due proof of death. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

## TEXAS

Residents of the state of Texas, the following provision is included to bring your Certificate into conformity with Texas state law:

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Unimerica Life Insurance Company's toll-free telephone number for information or to make a complaint at

800-554-5413

You may also write to Unimerica Life Insurance Company at:

Unimerica Life Insurance Company  
Administrative Offices  
6300 Olson Memorial Highway  
Golden Valley, MN 55427

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX #(512) 475-1771

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al numero de telefono gratis de Unimerica Life Insurance Company 's para información o para someter una queja al

800-554-5413

Usted también puede escribir a Unimerica Life Insurance Company's:

Unimerica Life Insurance Company  
Administrative Offices  
6300 Olson Memorial Highway  
Golden Valley, MN 55427

Puede comunicarse con el Departamento de Seguro de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al 800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
FAX #(512)475-1771

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### ADJUNTAR ESTE AVISO A SU POLIZA:

Esto aviso es solo para proposito de informacion y no se convierte en parte o condición del documento adjunto.

Form No. ACN-TX-MP (8/95)

## TEXAS (continued)

### Accelerated Death Benefit

Death benefits will be reduced if an acceleration-of-life insurance benefit is paid.

DISCLOSURE: Receipt of Acceleration Death Benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect You, Your spouse and Your family's eligibility for public assistance.

DISCLOSURE: The Accelerated Death Benefits offered under this Policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as Your life expectancy at the time benefits are accelerated or whether you use the benefits to pay necessary long-term care expense, such as nursing home care. If the Accelerated Death Benefits qualify for favorable tax treatment, the benefits will be excludable from Your income and to subject to federal taxation. Tax laws relating to Accelerated Death Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive Accelerated Death Benefits excludable from income under federal law.

We reserve the right to ask for a medical exam in connection with a claim. In the event that the Physician's examinations result in conflict with the medical evidence signed by the treating Physician, a second examination from a Physician of Our choice (at Our expense) will be requested. This second exam will determine if the Covered Person has met the conditions stated above.

At the time of payment of the Accelerated Death Benefit, We will send a statement to the Covered Person specifying:

1. the amount of benefits paid;
2. the affect of the Accelerated Death Benefit payment on the death benefit face amount and future premiums; and
3. the amount of Life Insurance benefits remaining.

### Incontestability

The Incontestability provision under the CERTIFICATE GENERAL PROVISIONS section, is amended to remove the phrase "or fraudulent misrepresentations" from the first sentence.

## WASHINGTON

Residents of the state of Washington, the following provision is included to bring your Certificate into conformity with Washington state law:

### Accelerated Death Benefit

When an ACCELERATED DEATH BENEFIT section is include in the Certificate of Coverage, the following Accelerated Death Benefit Notice is also included:

If you receive payment of accelerated death benefits from a life insurance policy, you may lose your right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences for you. We cannot give you advice about this. You may wish to obtain advice from a tax professional or an attorney before you decide to receive accelerated benefits from a life insurance policy.

This Accelerated Death Benefit is not intended to qualify under section 101(g)(26 U.S.C. 101(g) or section 770B(26U.S.C. 7702B) of the Internal Revenue Code of 1986 as amended by Public Law 104-191



## **WASHINGTON (continued)**

### **Accidental Death and Dismemberment Benefit**

The first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON section is replaced by the following:

The Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes.

When dependent Accidental Death and Dismemberment coverage is included in the Certificate of Coverage, the first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED DEPENDENT section is replaced by the following:

The Dependent suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes.

# Unimerica Life Insurance Company

## Notice of Privacy Policy and Practices

### **Purpose of this Notice**

Unimerica Life Insurance Company respects the privacy of personal information and understands the importance of keeping this information confidential and secure. This Notice describes how we protect the confidentiality of the personal information we receive. Our practices apply to current and former members.

### **Types of Personal Information We Collect**

We collect a variety of personal information to administer a member's life or health coverage. Some of this information is provided by members in enrollment forms, surveys and correspondence (such as address, Social Security number, and dependent information). We also receive personal information (such as eligibility and claims information) through transactions with our affiliates and members, employers, insurance agents, other insurers, and health care providers. We retain this information after a member's coverage ends. We limit the collection of personal information to that which is necessary to administer our business, provide quality service and meet regulatory requirements.

### **How We Protect Personal Information**

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide our products or services to members (for example, our claims processors and care coordinators). These persons are trained on the importance of safeguarding this information and must comply with our procedures and applicable law. We meet strict physical, electronic and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

### **Disclosure of Personal Information**

We may share any of the personal information we collect (as described above) with our affiliates as permitted by law. We may also disclose this information to non-affiliated entities or individuals as permitted or required by law. Non-affiliates with whom we may disclose information as permitted by law include our attorneys, accountants and auditors, a member's authorized representative, health care providers, third party administrators, insurance agents and brokers, other insurers, consumer reporting agencies, and law enforcement or regulatory authorities. We may also disclose any of the personal information we collect (as described above) to companies that perform marketing services on our behalf or to other companies with whom we have joint marketing or disease management agreements. We do not disclose personal information to any other third parties without a member's request or authorization.

### **Individual Rights to Access and Correct Personal Information**

We have procedures for a member to access the personal information we collect, and other than information we collect in connection with, or in anticipation of, a lawsuit or legal claim, we will make this information available to the member upon written request. Our goal is to keep our member information up-to-date and to correct inaccurate information. We have procedures in place to ensure the integrity of our information and for the timely correction of incorrect information. If you believe that any personal information we have about you is not accurate, please let us know by contacting our Compliance Officer at United Healthcare Specialty Benefits, Mail Route MN010-W115, 6300 Olson Memorial Highway, Golden Valley, MN 55427.

### **Further Information**

We may amend our privacy policy from time to time. In accordance with applicable law, we will send our current customers a Notice describing our privacy policy and practices at least once a year. It will also be available upon request. This Notice is provided on behalf of the following Unimerica Life Insurance Company affiliates:

For purposes of this Notice of Privacy Practices, “we” or “us” refers to the following UnitedHealthcare entities: All Savers Insurance Company; AmeriChoice of New Jersey, Inc.; AmeriChoice of New York, Inc.; AmeriChoice of Pennsylvania, Inc.; Arizona Physicians IPA, Inc.; Dental Benefit Providers of California, Inc.; Dental Benefit Providers of Illinois, Inc.; Dental Benefit Providers of Maryland, Inc.; Dental Benefit Providers of New Jersey, Inc.; Evercare of Arizona, Inc.; Evercare of Texas, L.L.C.; Fidelity Insurance Company; Golden Rule Insurance Company; Great Lakes Health Plan, Inc.; MAMSI Life and Health Insurance Company; MD-Individual Practice Association, Inc.; Midwest Security Life Insurance Company; Optimum Choice, Inc.; Optimum Choice of the Carolinas, Inc.; Rooney Life Insurance Company; Spectera, Inc.; Spectera Eyecare of North Carolina, Inc.; Spectera Vision, Inc.; Spectera Vision Services of California, Inc.; Unimerica Insurance Company; Unimerica Life Insurance Company; Unimerica Life Insurance Company of New York; United Behavioral Health; United HealthCare of Alabama, Inc.; United HealthCare of Arizona, Inc.; United HealthCare of Arkansas, Inc.; United HealthCare of Colorado, Inc.; United HealthCare of Florida, Inc.; United HealthCare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; United HealthCare of Kentucky, Ltd.; United HealthCare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; United HealthCare of the Midlands, Inc.; United HealthCare of the Midwest, Inc.; United HealthCare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Jersey, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; United HealthCare of Ohio, Inc.; United HealthCare of Tennessee, Inc.; United HealthCare of Texas, Inc.; United HealthCare of Utah; UnitedHealthcare of Wisconsin, Inc.; United HealthCare Insurance Company; United HealthCare Insurance Company of Illinois; United HealthCare Insurance Company of New York; United HealthCare Insurance Company of Ohio; and U.S. Behavioral Health Plan, California.