

# **Group Life Insurance**

**Designed for Active Employees of**

**ROSE-HULMAN Institute of Technology**

**by**



**INSURANCE IN TOUCH WITH YOUR WORLD**



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CNA Plaza  
Chicago, Illinois 60685

A Stock Company

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**Having issued Group Policy No. SR-83106378**  
**to**  
**ROSE-HULMAN Institute of Technology**  
**(herein called the Holder)**

## **CERTIFICATE OF INSURANCE**

CNA Group Life Assurance Company hereby certifies that You are insured under the Policy provided that You qualify under the Eligibility and Enrollment provision, become insured and remain insured in accordance with the terms of the Policy. Your insurance is subject to all of the definitions, limitations, and conditions of the Policy.

This certificate is not the entire contract of insurance. It is a part of the Policy and is evidence of Your insurance. It takes effect at 12:01 A.M. Standard Time on the date determined by the Effective Dates provision of the Policy. The Policy can be amended by mutual consent between the Holder and Us.

The Policy is in the Holder's possession and may be inspected by You at any time during normal business hours at the Holder's office.

This certificate replaces any other certificate previously issued to You under the Policy. This certificate is not valid unless the Schedule of Benefits is attached.

## **EXAMINING YOUR CERTIFICATE**

It is important that You understand the coverage described in this certificate. You should read it carefully. If You have any questions, You should contact the Holder. You may also write to Us and We will attempt to assist You.

TLC-1AA

Signed for CNA Group Life Assurance Company

Chairman of the Board

**Group Term Life Insurance Certificate**  
**Conversion Privilege**  
**Waiver of Premium Disability Benefit**  
**Renewable with the Consent of the Company**  
**Non-Participating**

SBGTL-C

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TOC-C

## **SCHEDULE OF BENEFITS**

**Effective as of: August 1, 2003**

**Holder:** ROSE-HULMAN Institute of Technology

**Policy Number:** SR-83106378

**Policy Effective Date:** August 1, 2003

**Eligible Class:** All individuals in the following class are eligible for insurance:

1 All active, full-time Employees of the Holder working in the United States of America.

Full-time means Actively Working an average of at least 30 hours per week for the Holder. All part-time, temporary, seasonal or retired employees of the Holder are not eligible.

**Waiting Period:**

- If You are in an Eligible Class on or before the Policy Effective Date – First of the Month following Your Date of Hire.
- If You enter an Eligible Class after the Policy Effective Date – First of the Month following Your Date of Hire.

**Waiver of Premium Elimination Period:** 9 months

**Non-Contributory Benefits:**  
Basic Life Insurance

### **YOUR BASIC BENEFITS**

**Amount of Basic Life Insurance:** 2 times Your Basic Annual Salary, rounded to the Next Highest \$1,000 if not already a multiple of \$1,000. The amount of Your Basic Life Insurance cannot exceed a maximum of \$400,000.

**Guaranteed Issue Amount:** \$400,000

**Minimum Amount of Life Insurance:** \$10,000

**Overall Contract Maximum Amount of Life Insurance:** Your amount of Basic Life Insurance may not exceed a maximum of \$400,000.

**Overall Contract Maximum Amount of Accidental Death & Dismemberment Insurance:** Your amount of Basic Principal Sum may not exceed a maximum of \$400,000.

**Basic Annual Salary** means the regular salary received from the Employer excluding commission and bonus payments, but including regular scheduled overtime paid to the Insured Person during the prior policy year.

**Benefit Reduction Due to Age:** Your insurance in force prior to age 65 will reduce to 65% at age 65 and to 50% at age 70.

## ***ADDITIONAL BENEFITS***

The following additional benefits are included:

- Waiver of Premium Disability Benefit
- Accelerated Benefit

**IMPORTANT: THIS SCHEDULE OF BENEFITS IS A PART OF YOUR CERTIFICATE OF INSURANCE. IT IS EVIDENCE OF YOUR COVERAGE AND SHOULD BE ATTACHED TO YOUR CERTIFICATE OF INSURANCE. IT REPLACES AND CANCELS ALL OTHER SCHEDULE OF BENEFITS, IF ANY, ISSUED TO YOU UNDER THE POLICY.**

TLCS

# **EMPLOYEE INSURANCE**

## **ELIGIBILITY AND ENROLLMENT**

### **Who are Eligible Persons?**

All persons in an Eligible Class shown in the Schedule are considered Eligible Persons.  
TLC-2AA

### **When are You enrolled for Basic Life Insurance?**

When You become an Eligible Person, You will automatically be enrolled for Basic Life insurance and any other Non-Contributory coverage offered under the Policy. You may refuse such coverage. Such refusal must be in writing on a form provided by Us. If You later apply for coverage, You will be considered a Late Enrollee.  
TLC-3BAB

### **What is required to become insured?**

To become insured You must:

- 1) be an Eligible Person;
- 2) complete the Waiting Period, if any;
- 3) complete a group insurance enrollment form acceptable to Us;
- 4) provide any required Proof of Insurability; and
- 5) agree to pay any required premium.

TLC-5AA

## **EFFECTIVE DATES**

### **When does Your insurance start?**

If You enroll within 31 days after first becoming eligible to enroll for coverage, Your insurance up to the Guaranteed Issue Amount will take effect on the later of:

- 1) the first of the month that falls on or next follows the date You enroll; or
- 2) the first of the month that falls on or next follows the date You satisfy the Waiting Period, if any.

You must apply for any amounts over the Guaranteed Issue Amount. Such coverage will take effect on the first of the month that falls on or next follows the date We approve Your Proof of Insurability.

No coverage will go into effect until You have satisfied the Waiting Period. If You are a Late Enrollee, Your insurance will take effect on the first of the month that falls on or next follows the date We approve Your Proof of Insurability.  
TLC-8AA

### **When will insurance become effective if a disabling condition causes You to be absent from work on Your Effective Date?**

If, because of injury or sickness, You are not Actively at Work on the date the insurance would otherwise become effective, it will take effect on the day after return to Active Work for a period of 1 day.  
TLC-9AA

## **CHANGES IN AMOUNTS OF INSURANCE**

### ***When does Your coverage amount change if there is a change in Your class or the plan?***

If there is an increase in Your coverage amount due to a change in Your class or the plan, Your new coverage amount will become effective as follows:

- 1) For amounts less than the Guaranteed Issue Amount: Your effective date will be on the first of the month that falls on or next follows the date You are first eligible for the increase in benefits;
- 2) For amounts above the Guaranteed Issue Amount: Your effective date will be the first of the month that falls on or next follows the date Your Proof of Insurability is approved by Us.

If You are not Actively Working on the date the insurance would otherwise take effect, it will take effect on the day after You return to Active Work for a period of 1 day.

Any type of decrease in coverage will become effective on the date of the change whether or not You are Actively at Work.

TLC-10AA

### ***When does Your coverage amount change if there is a change in Your salary?***

An increase in Your coverage amount due to a change in salary will become effective on the later of:

- 1) the first of the month that falls on or next follows date of change, if Proof of Insurability is not required; or
- 2) the first of the month that falls on or next follows the date We approve Your Proof of Insurability, if required.

If You are not Actively Working on the date the insurance would otherwise take effect, it will take effect on the first day after You return to Active Work for a period of 1 day.

Any type of decrease in coverage will become effective on the date of the change whether or not You are Actively at Work.

TLC-11AA

### ***When does Your coverage amount change if there is a reduction due to age?***

If You have attained one of the benefit reduction ages stated in the Schedule, Your coverage amount will be reduced. Any reduction will be in accordance with the reduction percentage shown for Your age. The reduction for each age will take place as follows:

- 1) immediately, if You have already attained the reduction age at the time Your insurance goes into effect; or
- 2) on the date You attain the reduction age, if this occurs after Your insurance goes into effect.

TLC-13AA

## **PROOF OF INSURABILITY**

### **What is meant by providing Proof of Insurability?**

Providing Proof of Insurability means that You must fully complete Our Proof of Insurability application, and at Your expense:

- 1) undergo a physical examination and/or submit to the collection and testing of Your blood or urine specimens, if required by Us; and
- 2) provide any additional information that We may reasonably require to evaluate Your request for coverage.

TLC-14AA

The above expenses, if any, will be waived where required by law.

TLC-15BA

### **When is Proof of Insurability required?**

Proof of Insurability must be provided if:

- 1) You are a Late Enrollee;
- 2) Your amount of Life Insurance exceeds the Guaranteed Issue Amount stated in the Schedule, if applicable;
- 3) You request an increase in Your amount of Life Insurance, if applicable;
- 4) a change in Your salary increases Your Life Insurance by more than one times Your annual salary or \$50,000, whichever is less; or
- 5) Your coverage is reinstated and Proof of Insurability is required by Us.

Proof of Insurability will not be required for any amount of insurance that We agree to carry over from the Prior Policy. Such agreement must be in writing.

TLC-16AA

### **When is the Proof of Insurability requirement waived for Late Enrollees?**

If You are a Late Enrollee, We will not require Proof of Insurability up to the Guaranteed Issue Amounts if You make request for coverage due to a Family Status Change. To qualify, You must enroll for coverage and provide proof of Your Family Status Change within 31 days after the date of change.

The qualifying Family Status Changes acceptable to Us, and the Acceptable Proof required for each change are listed below.

<b>FAMILY STATUS CHANGES</b>	
<b>Family Status Changes</b>	<b>Acceptable Proof</b>
Birth of a Child	Birth Certificate
Adoption of a Child	Adoption Papers
Death of a Spouse	Death Certificate
Divorce	Divorce Decree
Marriage	Marriage Certificate
Spouse's Loss of Job	Separation Papers from Spouse's Employer

TLC-17AA

## **LIFE INSURANCE BENEFIT**

### ***What is Your Death Benefit?***

Your Death Benefit is the amount of Your Life Insurance shown in the Schedule, subject to any reduction under the Policy. Death Benefits will be paid to Your Beneficiary upon Our receipt of due proof of Your death.

TLC-18AA

### ***What is needed before We can pay the Death Benefit?***

Claims must be filed on Our forms. A claim form may be obtained from the Holder or Us.

The following are required before the Death Benefit can be paid:

- 1) a fully completed claim form;
- 2) a certified copy of the deceased's death certificate; and
- 3) any other documents that We may reasonably require to establish due proof of death.

After the required forms are received and approved by Us, the Death Benefit will be paid.

TLC-20AA

## **CONVERSION PRIVILEGE**

### ***Under what conditions can Your Life Insurance coverage be converted to another plan of insurance?***

You may convert Your Life Insurance coverage to an individual policy if:

- 1) Your coverage terminates or reduces, while the Policy is in force, and one of the following applies:
  - a) Your employment ends;
  - b) You are no longer in an Eligible Class;
  - c) You reach a specified age;
  - d) You change from one Eligible Class to another providing a lower benefit; or
  - e) You retire.

The amount of life insurance may not exceed the amount terminated under the Policy. Such amount will be reduced by any amount of group life insurance for which You are or become eligible within 31 days of termination.

- 2) You have been continuously insured under the Policy for at least 5 years and Your coverage terminates because the Policy terminates, or the Policy is amended so as to terminate insurance for Your class.

The amount of insurance for this insurance policy will be the lesser of:

- a) the amount for which You were insured under the Policy, reduced by any amount for which You are or become eligible under any group life insurance policy within 31 days of termination; or
- b) \$10,000.

TLC-28AA

### ***How do You convert coverage?***

To convert Your Life Insurance coverage You must:

- 1) Make written application to Us within 31 days after Your insurance ends; and
- 2) Include the first premium payment with Your application. The premium will be based on the rates filed by Us for the policy to be issued. It will also be based on Your attained age and class of risk, and the amount of insurance.

When We receive Your written application and first premium payment, We will issue to You an individual life insurance policy. The issuance of the policy will be subject to the following conditions:

- 1) no Proof of Insurability is needed;
- 2) the individual policy will be on one of the forms, except term insurance, that We issue for conversion coverage; and
- 3) the individual policy may not contain disability, accidental death and dismemberment or other supplementary benefits.

Any individual policy issued under this Conversion Privilege will be in lieu of all other benefits under the Policy.

TLC-29AA

### ***What if You die during the conversion election period?***

If You die within the 31-day conversion period, We will pay, upon receipt of proof of Your death, the amount of Your Life Insurance that You were entitled to convert. The claim will be paid under the Group Policy, even if the application or payment of the first premium for the individual policy has not been made.

TLC-30AA

### ***What happens if You convert Your coverage and later become eligible again for coverage under the Policy?***

If You have converted Your coverage to an individual policy, You will not have to surrender Your conversion policy if You become insured again under the Policy. If You once again become ineligible for coverage under the Policy, You will not be able to convert Your coverage a second time if Your original individual conversion policy is still in force.

TLC-31AA

### ***What are the notice requirements for conversion?***

The Holder will notify You in writing of Your rights to convert Your coverage under the Policy. If the notice is not received within 31 days after Your insurance terminates, the application period for conversion may be extended for an additional 60 days. In no event, will the application period exceed 91 days following the date of Your termination.

TLC-32AA

## **WHAT ADDITIONAL BENEFITS ARE AVAILABLE UNDER EMPLOYEE INSURANCE?**

### **WAIVER OF PREMIUM DISABILITY BENEFIT**

#### ***What is the Waiver of Premium Benefit and to what coverages does it apply?***

This provision provides for the continuation of Your Life Insurance without premium charge during the continuance of Your Total Disability.

Accidental Death and Dismemberment Benefit (if any), and any other additional benefits offered under the Policy will not be continued under this provision.

#### ***What is the amount of Life Insurance kept in force under this provision?***

The amount of Life Insurance continued under this provision will be the amount of Life Insurance in force on the last day of Your active employment immediately preceding the date Your Total Disability begins.

All insurance continued under this provision will be subject to the benefit reductions stated in the Policy.

#### ***Are there any exclusions under this benefit?***

We will not waive premiums if Your Total Disability results from intentionally self-inflicted injuries, while sane or insane.

#### ***What conditions must be satisfied before You may qualify for Waiver of Premium?***

To qualify for this benefit:

- 1) You must become Totally Disabled while You are insured under the Policy, and before You reach age 60;
- 2) You must remain Totally Disabled during the Elimination Period; and
- 3) We must receive written notice of claim from You, or a person acting for You:
  - a) during Your lifetime;
  - b) within 12 months from the date Your Total Disability started;
  - c) during the continuance of Your Total Disability; and
  - d) before Your insurance ends.

#### ***What items must be supplied to establish proof of disability?***

We must receive due proof of Your Total Disability before We will waive Your premium. Such proof must be sent to Us within 12 months from the date Your disability began, or as soon as reasonably possible. Failure to provide proof of disability may delay, suspend or terminate Your benefits. The items listed below are supplied at Your expense and must be a part of Your proof of loss.

- 1) Our disability claim form. You may obtain Our disability claim form from Us or the Holder. This form must be fully completed and signed by You, Your employer, and Your Doctor.
- 2) Proof that You are receiving Appropriate and Regular Care for Your condition from a Doctor whose specialty or expertise is the most appropriate for the treatment of Your Total Disability according to Generally Accepted Medical Practice.
- 3) Objective medical findings which support Your Total Disability. Objective medical findings include but are not limited to tests, procedures, or clinical examinations standardly accepted in the practice of medicine for Your disability.
- 4) Documents detailing the extent of Your Total Disability, including any restrictions or limitations.

***What happens if You die within 12 months before giving Us the first proof?***

If You become Totally Disabled while insured under the Policy, and die within one year of the date Your Total Disability started without giving Us the first proof, Your Death Benefit will be paid to Your Beneficiary if:

- 1) We receive written proof of Your continuous Total Disability from the date Your Total Disability started to Your date of death;
- 2) We are provided satisfactory proof of Your death as outlined in the Life Insurance Benefit provisions; and
- 3) the Policy and Your coverage are in force at the time of Your death.

***How often is proof required?***

We have the right to require proof that Your Total Disability continues. At Our option, We also have the right to require that a Doctor of Our choosing examine You. If an examination is required, it will be conducted at Our expense.

Such rights may be exercised at any reasonable time during the first 2 years following receipt of due proof of Your Total Disability. After this 2-year period such right may be exercised once a year.

***When are premium payments no longer required?***

Once We approve proof of Your Total Disability, Your Life Insurance will remain in force without further premium payments. Your Waiver of Premium Benefit will cease in accordance with the termination provision.

***Are there any other benefits available under this provision?***

If Your premiums are being waived due to Your Total Disability and You wish to return to work, We will assist You in identifying any modifications to Your worksite that are necessary to help You return to work. An agreement stating the modifications necessary for You to return to work must be signed by You, the Holder, and Us. In such case, We will reimburse the Holder for the cost of any agreed upon modifications up to a total maximum of \$1,500.

***When will Your Waiver of Premium Benefit terminate?***

Insurance will immediately cease to be continued under this provision if:

- 1) proof of the continuance of Your Total Disability is not furnished when required;
- 2) You refuse to be examined as required;
- 3) Your Total Disability ends; or
- 4) You attain age 65.

Your insurance may then be continued in force under the Policy only if:

- 1) the Policy is then in force;
- 2) You immediately return to Active Work in a class eligible for insurance; and
- 3) premiums for You are paid as they fall due.

If either condition 1) or 2) above is not met, the termination of insurance will be subject to the Conversion Privilege.

***How does termination of the Policy affect Your insurance under the Waiver of Premium Benefit?***

Termination of the Policy will not affect any insurance that has been continued under this provision prior to the termination date.

### ***What if You are Totally Disabled and the Policy ends before You satisfy the Elimination Period?***

Your coverage under the Policy will end if the Policy terminates before You satisfy the Elimination Period. You will be entitled to convert Your coverage to an individual plan of life insurance as described in the Conversion Privilege provision. Termination of the Policy does not affect Your right to convert an amount up to Your amount of coverage in effect prior to termination.

You may still submit a claim for benefits after the Policy ends. However, You must be Totally Disabled for the full length of the Elimination Period. Termination of the Policy will not affect Your right to file claim for benefits once You qualify.

Upon receipt of timely notice and due proof of Your Total Disability, We will evaluate Your claim. If We determine that You qualify, We will approve Your claim and agree to rescind any individual policy of life Insurance issued to You under the Conversion Privilege. We will refund all premiums paid for such coverage. Insurance will not go in effect until We approve Your claim in writing.

TLWP-1AA

## ***ACCELERATED BENEFIT***

### ***What is the Accelerated Benefit?***

This benefit provides for an acceleration of Your Death Benefit, while You are living, if You are diagnosed with a terminal illness. If You qualify, We will pay an amount up to 50% of the amount of Your Life Insurance in force at the time of Your request, less any reductions which would occur within the next 12 months. The accelerated amount is subject to a minimum payment of \$10,000 and a maximum of \$100,000.

The Accelerated Benefit is payable only once during Your lifetime. It will be paid to You in a lump sum.

**RECEIPT OF THE ACCELERATED BENEFIT MAY BE TAXABLE. WE ARE NOT RESPONSIBLE FOR ANY TAX OR OTHER EFFECTS OF ANY BENEFIT PAID. YOU SHOULD CONSULT YOUR PERSONAL TAX ADVISOR BEFORE ELECTING THIS BENEFIT.**

### ***How do You qualify for the Accelerated Benefit?***

You may qualify for an Accelerated Benefit payment if:

- 1) the Policy including this benefit is in force with respect to You;
- 2) You are diagnosed by a Doctor as having a terminal illness with a life expectancy of 6 months or less;
- 3) You become terminally ill while insured under the Policy or this benefit provision, whichever is later;
- 4) You have at least \$10,000 of Life Insurance in-force;
- 5) no government agency requires You to use the payment to apply for, receive or continue a government benefit or entitlement;
- 6) Your claim under this provision is made during Your lifetime; and
- 7) You provide the following:
  - a) a fully completed claim form;
  - b) written consent from any assignee and/or irrevocable Beneficiary on claim forms provided by Us (or the Holder);
  - c) a Doctor's statement certifying Your limited life expectancy;
  - d) a second confirming medical opinion, if requested by Us. This will be by a Doctor acceptable to Us and at Our expense; and
  - e) any additional information necessary to process the claim, as requested by Us.

### ***Does Your premium change if You exercise the Accelerated Benefit option?***

Your premium payments will continue to be paid on the full amount of Life Insurance in force prior to receiving the Accelerated Benefit.

### ***How will the Accelerated Benefit Payment affect Your Life Insurance?***

Your Life Insurance will be reduced by the amount of the Accelerated Benefit payment. Your remaining Life Insurance amount will be paid in accordance with the terms of the Policy, subject to any reduction and termination provisions.

The Principal Sum, if any, payable under the Accidental Death and Dismemberment Benefit is not affected by the Accelerated Benefit payment.

The amount You may convert to an individual policy, as outlined in the Conversion Privilege provision, will not exceed the amount of Your remaining Life Insurance.

### ***When will this benefit terminate?***

This provision will terminate on the date You are:

- 1) no longer insured under the Policy; or
- 2) issued the Accelerated Benefit payment;

whichever occurs first.

TLAB-1AA

## ***TERMINATION PROVISIONS***

### ***TERMINATION OF EMPLOYEE INSURANCE***

#### ***When does Your insurance terminate?***

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

- 1) the date the Policy is terminated;
- 2) the date You request to cancel Your coverage under the Policy;
- 3) the date at the end of the period for which premium has been paid, if the required premium is not paid within the Grace Period;
- 4) on the premium due date that falls on or next follows the date:
  - a) You are no longer a member in an Eligible Class; or
  - b) Your class is no longer covered under the Policy;
- 5) the date You enter the armed forces of any country. Membership in the reserves or a call to active duty for 2 months or less is not deemed entry into the armed forces.
- 6) the date the Death Benefit is paid.

TLC-21AA

If the required premium is paid when due, absence due to the following will not be treated as a termination of Your Life Insurance until the end of the period shown:

- Leave of absence, agreed to in writing by Your employer: 1 month(s)
- Temporary layoff: 1 month(s)
- Injury or sickness: 9 months, but not beyond the date You qualify for benefits under any disability provision.

TLC-24AA

### ***Can You continue Your coverage during a family or medical leave?***

You may be granted a leave of absence by Your employer in accordance with the Family and Medical Leave Act (FMLA) of 1993. In such case, Your employer may continue Your insurance for up to 12 weeks following the date Your coverage would have otherwise ended, subject to the following:

- 1) The leave authorization must be in writing;
- 2) The required premium for You must be paid; and
- 3) Your benefit level, or the amount of earnings upon which Your benefit may be based, will be that in effect on the day before said leave began.

Continuation under this provision will immediately cease if one of the following events should occur:

- 1) The leave terminates prior to the agreed upon date;
- 2) The Policy terminates; or
- 3) The required premium is not paid as it falls due.

TLC-25AA

### ***Under what conditions can coverage be reinstated after termination?***

Your coverage may be reinstated under the Policy if:

- 1) Your coverage ends due to termination of employment;
- 2) You become eligible again within 12 months of Your termination; and
- 3) You make written request for reinstatement within 31 days of becoming eligible.

You will be considered a Late Enrollee if You are eligible to reinstate Your coverage, but fail to make such request within the above time limit.

If the above conditions are satisfied, Your coverage will take effect on the date Your reinstatement request is accepted by the Holder or Us. The amount of insurance reinstated will be the amount in force at the time Your employment ended, subject to any reduction due to age.

TLC-26AA

## **BENEFICIARY AND PAYMENT OF CLAIMS**

### ***How do You designate or change Your Beneficiary?***

At the time You become insured, You should name a Beneficiary to receive Your death proceeds payable under the Policy.

It is important that You name a Beneficiary and keep Your designation current. You may name a new Beneficiary at any time by filing with the Holder a written request on forms acceptable to Us. The Holder will send the request to Us upon Your death. When the request is received by Us from the Holder, the change will relate back to and take effect as of the date it was signed. This is the case whether You are alive or not when We receive the request. Even though the change of Beneficiary will relate back to the date it was signed, it will be without prejudice to Us on account of any payment We have already made.

TLC-33AA

### ***To whom are benefits payable?***

Payment of Your Life Insurance Death Benefit will be made in a lump sum to Your Beneficiary. In lieu of a lump sum payment, an optional method of settlement may be selected as stated in the provision entitled *Can You choose an Optional Method of Settlement*. All other benefits will be paid to You.

TLC-34BA

If a Beneficiary dies simultaneously with You, or within 10 days of Your death, benefits will be paid as if You survived Your Beneficiary.

TLC-36AA

If You name more than one Beneficiary and do not specify the amounts, percentage shares, or order of payment of the Beneficiaries, any proceeds that become payable under the Policy will be divided equally among all Beneficiaries. The share of any Beneficiary who has died before You will go equally to the surviving Beneficiaries, unless Your Beneficiary designation states otherwise.

If a Beneficiary is a minor or is not legally competent, We may, at Our option, pay up to \$2,000 to the person or entity that has in Our opinion assumed custody and main support of such person. We will do this until the Beneficiary's legal guardian makes a formal claim.

At Our option, We may pay a part of the Death Benefit to any person who has incurred funeral or other expenses on Your behalf incident to Your last sickness and death. The maximum amount of such payment is \$2,000.

Any payment made by Us in good faith, will fully discharge Our liability to the extent of such payment.

TLC-37AA-96

### ***What if there is no valid Beneficiary designation in effect at the time of Your death?***

Your death proceeds will be paid to Your estate if:

- 1) You die without naming a Beneficiary; or
- 2) all of Your Beneficiaries have died before You.

If payment would otherwise be payable to Your estate due to the above, We have the right to pay all or a part of the benefit to the first of the following classes of surviving relatives: Your spouse; Your children; Your parents; or Your siblings.

Any payment made by Us in good faith, will fully discharge Our liability to the extent of such payment.

TLC-38AA

## **GENERAL PROVISIONS**

### ***How will Your statements made in any application for this insurance be used?***

Any statement made by You, in the absence of fraud, will be deemed a representation and not a warranty. No statement will be used to void or reduce benefits, or be used in defense to a claim unless:

- 1) it is in writing;
- 2) it was signed by You; and
- 3) a copy has been given to You, Your Beneficiary or Your personal representative.

We will not use any statement to contest the validity of Your insurance after it has been continuously in force under the Policy for a period of 2 years during Your lifetime. With respect to an increase in the amount of Your insurance, We will consider the 2-year period to begin as of the effective date of such increase.

TLC-39BA

### ***Can You choose an Optional Method of Settlement?***

Your Death Benefit will be paid to Your Beneficiary in a lump sum. In lieu of a lump sum payment, You may elect to have all or a part of Your insurance proceeds paid in a fixed number of monthly installments. If You have not made such election, Your Beneficiary may do so. Election must be made by filing written request with Us at Our Home Office.

The amount of each monthly payment, according to the number of years elected, is shown in the table below:

<b>Number of Years of Payment</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>Monthly Installment for each \$1,000 of Death Benefits</b>	\$28.99	\$22.06	\$17.91	\$9.61	\$6.87	\$5.51

The first payment will be made immediately upon receipt of proof of death. A period of years resulting in monthly payments of less than \$50 may not be selected.

If Your Beneficiary dies while receiving monthly payments, the present value of the remaining payments will be paid to the Beneficiary's estate unless You or Your Beneficiary has designated an alternate payee by prior written election. The present value will be determined by using a 3% per year interest factor.

We may change the above table on any Policy anniversary date. We may also change the table on any date the provisions of the Policy are changed. Any new table will not apply to any claim pending under the Policy before the date of the change.

TLC-43AA

### ***Can You assign Your Ownership Rights?***

Your right, title, and interest in the Policy are evidenced by the certificate. You may assign such right, title, and interest to someone else (known as an assignee). This assignment will cover all of Your ownership rights under the Policy including, but not limited to the following:

- 1) the right to change the Beneficiary;
- 2) the right to receive any and all benefits under the Policy without notice to or consideration to You; or
- 3) any right to convert this group insurance to an individual policy of life insurance in accordance with the Conversion Privilege.

We will recognize an assignee as the owner of the rights assigned only if:

- 1) the assignment is in writing, signed by You, and on a form approved by Us; and
- 2) a signed or certified copy of the written assignment has been received and registered by Us.

You cannot assign Your Life Insurance as collateral for a loan.

We will not be responsible for the legal, tax or other effects of any assignment; or for any action taken under the Policy's provisions before receiving and registering an assignment.

TLC-44AA

***Are proceeds protected from the claims of the Beneficiary's creditors?***

The benefits under the Policy are not subject to the claim of or legal process by any creditor of Your Beneficiary.  
TLC-45AA

***What if the age or sex of someone covered under the Policy is misstated?***

If the age or sex of a person covered under the Policy has been misstated, We will make an equitable adjustment of the premium. Such adjustment will be the difference between the premiums paid and the premiums which would have been paid at Your true age or sex, whichever applies.

If coverage would not have been issued, We will refund the premiums paid for such insurance.  
TLC-46AA

***What happens if there is a record keeping error?***

An error in keeping records will not cancel insurance that should otherwise continue in force. Such error will not continue insurance that should otherwise end. Your insurance coverage will not be prejudiced by the failure on the part of the Holder to transmit reports, pay premium or comply with any of the provisions of the Policy when such failure is due to an inadvertent error or clerical mistake.

TLC-48AA

## DEFINITIONS

The following are key words and phrases used in this certificate. When these words and phrases, or forms of them, are used, they are capitalized. As You read this certificate, refer back to these definitions.

TLD

**Active Work, Actively at Work, or Actively Working** means You must be:

- 1) working at Your employer's usual place of business, or on assignment for the purpose of furthering the employer's business; and
- 2) performing the Material and Substantial Duties of Your regular occupation on a full-time basis.

TLD-2AA

**Appropriate and Regular Care** means that You are regularly visiting a Doctor as frequently as medically required to meet Your basic health needs. The effect of the care should be of demonstrable medical value for Your disabling condition(s) to effectively attain and/or maintain Maximum Medical Improvement.

TLD-3AA

**Basic Annual Salary** is as stated in the Schedule.

TLD-4AA

**Beneficiary** means the person, persons or entity You name to receive Your Life Insurance Death Benefit.

TLD-5AA

**Death Benefit** means the amount of Life Insurance stated or described in the Schedule, less any reductions.

TLD-10AA

**Doctor** means a person legally licensed to practice medicine, psychiatry, psychology or psychotherapy, who is neither You nor a member of Your Immediate Family. A licensed medical practitioner is a Doctor if applicable state law requires that such practitioners be recognized for purposes of certification of disability, and the treatment provided by the practitioner is within the scope of his license.

TLD-12AA

**Eligible Person or Eligible Persons** means a person or persons in an Eligible Class under the Policy. With respect to this Certificate, eligible persons are those persons in an Eligible Class shown in the Schedule.

TLD-13AA

**Eligible Class** means a class of persons eligible for insurance under the Policy. With respect to this Certificate, the class or classes eligible for insurance are as described in the Schedule.

TLD-14AA

**Elimination Period** means the period of continuous Total Disability stated in the Schedule.

TLD-15AA

**Family Status Change or Family Status Changes** means those changes shown in the table of Family Status Changes located in this Certificate.

TLD-16AA

**Gainful Occupation** means the performance of any occupation or employment for wages, remuneration or profit, for which You are reasonably qualified by education, training or experience. Such occupation can be on a full-time or part-time basis.

TLD-17AA

**Generally Accepted Medical Practice or Generally Accepted in the Practice of Medicine** means care and treatment which is consistent with relevant guidelines of national medical, research and health care coverage organizations and governmental agencies.

TLD-18AA

**Guaranteed Issue Amount** means the amount of Life Insurance stated in the Schedule that is not subject to Proof of Insurability requirements. The Guaranteed Issue Amount is only available to You when You first become eligible to enroll. It is not available if You are a Late Enrollee.

TLD-19AA

**Immediate Family** means Your spouse and the children, siblings and parents of either You or Your spouse.  
TLD-20AA

**Insured** means the employee whose insurance is in force under the terms of the Policy.  
TLD-22AA

**Late Enrollee** means You enroll for coverage more than 31 days after You are first eligible to enroll. You will also be considered a late enrollee if You were eligible under the Prior Policy for more than 31 days but were not insured.  
TLD-23AA

**Male pronoun** whenever used includes the female.  
TLD-24AA

**Material and Substantial Duties** means the necessary functions of Your regular occupation which cannot be reasonably omitted or altered.  
TLD-25AA

**Maximum Medical Improvement** is that level at which, based on reasonable medical probability, further material recovery from, or lasting improvements to an injury or sickness can no longer be reasonably anticipated.  
TLD-26AA

**Medical Advice** means advice, care, or treatment from Your Doctor which is consistent with Generally Accepted Medical Practice.  
TLD-27AA

**Non-Contributory** means that coverage for which the Holder pays the entire premium.  
TLD-29AA

**Prior Policy** means the Holder's group life insurance policy that was:

- 1) in force immediately prior to the effective date of the Policy; and
- 2) replaced by the Policy.

TLD-30AA

**Proof of Insurability** means a written statement of the medical history for a person eligible for coverage under the Policy. It includes any proofs that might reasonably be required in order to determine acceptability for coverage in accordance with Our established underwriting criteria.  
TLD-31AA

**Schedule** means the Schedule of Benefits which is a part of this Certificate.  
TLD-33AA

**Total Disability** or **Totally Disabled** means that as a result of injury or sickness, You are unable to perform each of the material duties of any Gainful Occupation.  
TLD-35AA

Total Disability will not be deemed to exist unless You are receiving Appropriate and Regular Care for Your condition from a Doctor and are following his Medical Advice.  
TLD-36AA

**Waiting Period** means the continuous length of time that You must be Actively Working in an Eligible Class before becoming eligible for coverage. The Waiting Period is as stated in the Schedule.  
TLD-37BA

**We, Our** and **Us** mean the CNA Group Life Assurance Company, Chicago, Illinois.  
TLD-38AA

**You, Your** and **Yours** mean the eligible employee to whom this certificate is issued and whose insurance is in force under the terms of the Policy.  
TLD-39AA

## ***IMPORTANT ERISA WELFARE PLAN INFORMATION***

The following section contains information provided to You at the request of the Plan Administrator of Your Plan to meet certain requirements of the Employee Retirement Income Security Act of 1974, as amended, (ERISA). All inquiries related to the following material should be referred directly to Your Plan Administrator.

### ***DISCRETIONARY AUTHORITY***

The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto. The plan administrator and other plan fiduciaries have discretionary authority to determine Your eligibility for and entitlement to benefits under the Policy. The plan administrator has delegated sole discretionary authority to CNA Group Life Assurance Company to determine Your eligibility for benefits and to interpret the terms and provisions of the plan and any policy issued in connection with it.

## **SUMMARY PLAN DESCRIPTION (SPD) AND ERISA STATEMENT OF RIGHTS**

The following sections contain information provided to You by the Plan Administrator of Your Plan to meet the requirements of the Employee Retirement Income Security Act of 1974, as amended. It does not constitute a part of the Plan, nor of any insurance policy issued in connection with it. All inquiries relating to the following material should be referred directly to Your Plan Administrator.

### **SUMMARY PLAN DESCRIPTION**

#### ***Name of Plan***

The plan for which this Summary Plan Description is provided is known as the ROSE-HULMAN Institute of Technology Group Life Insurance Plan, herein referred to as the "Plan".

#### ***Maintenance of Plan***

The Plan is maintained by:

ROSE-HULMAN Institute of Technology  
5500 Wabash Avenue  
Terre Haute, IN 47803

#### ***Employer Identification Number and Plan Number***

The employer identification number (EIN) assigned by the Internal Revenue Service to the Plan Sponsor is 35-0868149.

The Plan Number assigned by the Plan sponsor is 504.

#### ***Type of Welfare Plan***

The Plan is a group life insurance plan.

#### ***Administration of Plan***

The Plan is administered by the Plan Administrator through an insurance contract purchased from CNA Group Life Assurance Company. Certain ministerial functions are performed on behalf of the Plan by CNA Group Life Assurance Company. These functions include, but are not limited to, administration and payment of claims, determination of Your eligibility under the Plan, premium billing and policy and certificate issuance.

#### ***Plan Sponsor/Administrator (Herein referred to as the Administrator)***

ROSE-HULMAN Institute of Technology  
5500 Wabash Avenue  
Terre Haute, IN 47803  
Telephone Number: 812-877-8455

The Administrator and other Plan fiduciaries have discretionary authority to interpret the terms of the Plan and to determine Your eligibility for and entitlement to benefits in accordance with the Plan. With respect to making benefit decisions, the Plan Administrator has delegated sole discretionary authority to CNA Group Life Assurance Company to determine Your eligibility for and entitlement to benefits under the Plan and to interpret the terms and provisions of any insurance policy issued in connection with the Plan.

### ***Agent for Service of Legal Process***

The person designated as agent for service of legal process upon the Plan is:

ROSE-HULMAN Institute of Technology  
5500 Wabash Avenue  
Terre Haute, IN 47803

In addition, service of process may be made upon the Administrator.

### ***Eligibility and Benefits***

The Plan's requirements respecting eligibility for participation, the conditions pertaining to eligibility to receive benefits and a description or summary of the benefits are listed in the certificate portion of this booklet.

### ***Circumstances Which May Affect Benefits***

Circumstances which may result in disqualification, ineligibility, denial, loss, forfeiture or suspension of any benefits are listed in the certificate portion of this booklet.

The Plan Administrator reserves the right to modify, amend, or terminate the Plan in whole or in part. Such right may be exercised at any time and at the Plan Administrator's sole discretion.

### ***Right of Recovery Due to Benefit Overpayment***

If, for any reason, a benefit is paid under the Plan which is larger than the amount allowed in accordance with the Plan, the Plan reserves the right to recover the excess amount from the person or agency that received such overpayment.

### ***Sources of Plan Contributions***

Contributions to the Plan are made by the employer.

### ***Medium for Providing Benefits***

Benefits under the Plan are provided in accordance with the provisions of Group Insurance Policy Number SR-83106378 by CNA Group Life Assurance Company, CNA Plaza, Chicago, Illinois 60685. Benefits available under the Plan are not guaranteed under the Group Insurance Policy.

### ***Date of End of Plan's Fiscal Year***

The date of the end of each year for purposes of maintaining the Plan's fiscal records is June 30.

## **Claim Procedures**

### **1) Presenting Claims for Benefits**

Claim forms may be obtained from: Employer.

Please see Your insurance certificate or booklet for the requirements of the Group Insurance Policy as to notice of claims.

The insurance company will provide notice of benefit determination no later than 45 days after receipt of the claim. This period may be extended by 30 days if it is determined that matters beyond the control of the plan make such an extension necessary. You will receive written notification of the extension and the date by which the insurance company expects to decide your claim prior to the end of the initial 45-day period. If, prior to the end of the 30-day extension period, it is determined that a decision cannot be made due to matters beyond the control of the plan, the period for making the decision may be extended for up to an additional 30 days. You will be notified in writing of the additional extension and the date by which the insurance company expects to decide your claim prior to the end of the initial 30-day extension period. Each notice of extension will explain the standards on which entitlement to benefits is based, the reasons for the delay, and the additional information needed to make a decision on the claim. If the extension is due to your failure to submit information necessary to decide the claim, the time limitations for the insurance company will be tolled from the date the notification of the extension is sent until the date you respond to the request for additional information. You will have 45 days within which to provide the necessary information.

### **2) Claims Denial Procedure**

Any denial of a claim for benefits will be provided by the insurance company and consist of a written explanation which will include:

- i) the specific reasons for the denial;
- ii) reference to the pertinent plan provisions upon which the denial is based;
- iii) a description of any additional information You might be required to provide and explanation of why it is needed; and
- iv) an explanation of the Plan's claim review procedure.

You, Your beneficiary (when an appropriate claimant), or a duly authorized representative may appeal any denial of a claim for benefits by filing a written request for a full and fair review to the insurance company. In connection with such a request, documents pertinent to the administration of the Plan may be reviewed, and comments and issues outlining the basis of the appeal may be submitted in writing. You may have representation throughout the review procedure. A request for a review must be filed by 180 days after receipt of the written notice of denial of a claim. The full and fair review will be held and a decision rendered by the insurance company no longer than 45 days after receipt of the request for the review.

If there are special circumstances, the decision will be made as soon as possible, but not later than 90 days after receipt of the request for the review. If such an extension of time is needed, You will be notified in writing prior to the beginning of the time extension period. The decision after Your review will be in writing and will include specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based.

## ***ERISA AND EFFECT ON EMPLOYMENT***

No one may fire You or otherwise discriminate against You in order to prevent You from obtaining a welfare benefit You are entitled to under the Plan or exercising Your rights under ERISA. However, nothing listed herein, or in any Plan document or insurance policy issued in connection with the Plan, shall be construed to say or imply that Your participation in the Plan is a guarantee of Your continued employment with Your employer. Your employment status shall not be affected by Your participation in the Plan or exercise of Your rights under ERISA.

## **YOUR RIGHTS UNDER ERISA**

As a participant in the above described Plan, You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to the following rights and protections under the law.

### ***Receive Information About Your Plan and Benefits***

As a participant in an ERISA covered Plan, You have the right to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### ***Prudent Actions by Plan Fiduciaries***

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate Your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of You and other Plan participants and beneficiaries. No one, including Your employer, Your union, or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA.

### ***Enforce Your Rights***

If Your claim for a welfare benefit is denied or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, You may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or Federal court. In addition, if You disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, You may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if You are discriminated against for asserting Your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If You are successful the court may order the person You have sued to pay these costs and fees. If You lose, the court may order you to pay these costs and fees, for example, if it finds Your claim is frivolous.

### ***Assistance with Your Questions***

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have any questions about this statement or about Your rights under ERISA, or if You need assistance in obtaining documents from the Plan Administrator, You should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about Your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

**IMPORTANT NOTICE FOR  
NON-ENGLISH SPEAKING EMPLOYEES**

***Para Empleados Que No Hablan Inglés***

Este documento contiene un resumen en inglés de los derechos y beneficios que le corresponden bajo el plan de seguro de accidente grupal creado y mantenido por su empresa. Si tiene alguna pregunta acerca de la información contenida en el documento, comuníquese con el Administrador para obtener ayuda. La dirección del Administrador es:

ROSE-HULMAN Institute of Technology  
5500 Wabash Avenue  
Terre Haute, IN 47803  
Numero de Teléfono: 812-877-8455

ERISA

## **COMPLAINT NOTICE**

Should You feel You are not being treated fairly, We want You to know You may contact the Indiana Department of Insurance with Your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call:

Public Information/Market Conduct  
Indiana Department of Insurance  
311 West Washington Street, Suite 300  
Indianapolis IN 46204-2787  
Consumer Hotline: (800) 622-4461  
In the Indianapolis area: (317) 232-2395



*INSURANCE IN TOUCH WITH YOUR WORLD*

CNA Group Life Assurance Company  
CNA Plaza  
Chicago, IL 60685