



120 Royall Street, Canton, MA 02021

**POLICYHOLDER:** TOWN OF WEST SPRINGFIELD  
**GROUP POLICY NO:** 0026650-00001  
**CERTIFICATE NO.:** AS ON FILE WITH THE POLICYHOLDER  
**INSURED:** CLASS 01 EMPLOYEES OF TOWN OF WEST SPRINGFIELD  
**EFFECTIVE DATE:** AS ON FILE WITH THE POLICYHOLDER

**Your Insurance Amounts are listed on the Certificate Schedule of Insurance which follows this Page.**

This is Your Certificate of Coverage as long as You are eligible for insurance and You become and remain insured.

If the terms of Your Certificate of Coverage and the Policy differ, the Policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the Policy.

We have issued a group Policy to the Policyholder. We certify that You are insured subject to the terms of the Policy for the benefits described in this Certificate. The terms may be changed without Your consent or that of Your beneficiary. This Certificate is not a part of the Policy.

Your insurance will become effective on the date shown above as long as You are eligible under the Policy and You are Actively at Work on that date, or if not, then on the date You return to Active Work.

**CERTIFICATE OF COVERAGE FOR  
GROUP RENEWABLE TERM LIFE INSURANCE POLICY**

**Group Insurance Certificate**

John Rubén Flores  
Secretary

Paul A. Quaranto, Jr.  
President

## CERTIFICATE SCHEDULE OF INSURANCE

**POLICYHOLDER:** TOWN OF WEST SPRINGFIELD

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**INSURED:** CLASS 01 EMPLOYEES OF  
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POLICYHOLDER

**BENEFICIARY DESIGNATION(S):** AS IN WRITING, ON FILE WITH THE POLICYHOLDER.

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### EMPLOYEE COVERAGES

**GROUP LIFE INSURANCE:** \$ 2,000

**WAIVER OF PREMIUM**

**REDUCTION IN BENEFITS**

UPON THE EMPLOYEE'S RETIREMENT IN ACCORDANCE WITH THE APPLICABLE GENERAL OR SPECIAL LAWS, THE EMPLOYEE SHALL BE COVERED FOR \$2,000 LIFE INSURANCE AND THE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE IS DISCONTINUED.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:** \$ 2,000

**EDUCATION BENEFIT**

**SEAT BELT BENEFIT**

**REPATRIATION BENEFIT**

**REDUCTION IN BENEFITS**

UPON THE EMPLOYEE'S RETIREMENT IN ACCORDANCE WITH THE APPLICABLE GENERAL OR SPECIAL LAWS, THE EMPLOYEE SHALL BE COVERED FOR \$2,000 LIFE INSURANCE AND THE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE IS DISCONTINUED.

# CERTIFICATE GUIDE

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## DEFINITIONS

The following definitions apply to all benefits under Your Certificate of Coverage.

### **Accredited School or College**

A post secondary school or college accredited by the state Board of Education.

### **Active Work and Actively at Work**

The performance of the regular duties of Your work for the Policyholder at Your usual place of employment or as required by the Policyholder and for not less than the number of Active Working Hours per week shown on the Group Application.

You will be deemed to be Actively at Work on:

1. regularly paid vacation;
2. regular non-work days on which You are not Disabled, if You were Actively at Work on the last preceding regular work day, and the Policyholder intends for You to return to work; and
3. while on leave qualified under the Family and Medical Leave Act of 1993.

### **Accident**

An unexpected or unforeseen occurrence which independent of all other causes, (including sickness and disease), which occurs while the Insured's coverage is in force, and results in Injury and loss, within 90 days of the Accident.

### **Beneficiary**

The person or entity the Insured chooses to receive benefits under the Policy if the Insured dies. The beneficiary records are maintained by the Policyholder.

### **Certificate**

The individual Certificate of Coverage issued to You. It describes Your Coverage under the Policy.

### **Child(ren)**

The natural or adopted children who are Financially Dependent on You for support. The term child also includes any other child who lives with and is Financially Dependent on You for support.

### **Dependent**

An eligible Dependent is:

1. Your lawful spouse under age NA ; and
2. any unmarried Child of Yours who is:
  - a. Over NA days old and less than NA years old;
  - b. NA years old but less than NA years old, enrolled in an Accredited School or College as a full-time student as defined by the Accredited School or College; or
  - c. NA or more years old and is primarily supported by You and is incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the Child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify under (a) or (b) above. During the next 2 years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A Spouse or Child who is an Employee cannot be insured as a Dependent. If both Spouses are Employees then their Children will be insured as Dependents of only one Spouse.

### **Employee or Member**

A person who meets all the criteria under the Policy as stated in the Employee Provisions section, and meets the definition of Actively at Work and for whom all appropriate premium is paid. The Employee is the Insured Person Named on the cover page of this Certificate.

## DEFINITIONS (continued)

### **Enrollment Form**

The application for group insurance signed by You.

### **Evidence of Insurability**

When required, proof given to Us that an eligible applicant is insurable. This proof must be based on medical information and must be acceptable to Us. Amounts of insurance above the Guarantee Issue Amount will be effective on the date of approval by Us.

### **Financially Dependent**

You are furnishing over one-half of the Dependent's total support as determined under Federal Income Tax laws.

### **Guarantee Issue Amount**

The maximum amount of life insurance shown in the Policy Group Application which is available without Evidence of Insurability. The Guarantee Issue Amount only applies at initial eligibility.

### **Injury**

Means bodily Injury which occurs while this Certificate is in force and is solely the result of an Accident and is not directly or indirectly caused or contributed to by other than an Accident.

### **Insured**

A person who meets the eligibility requirements of the Policy when enrolling and is enrolled for this insurance.

### **Policyholder**

The legal entity to which the Policy is issued as listed on the cover page of this Certificate.

### **Salary/Earnings**

Salary or Earnings is Your basic rate of pay excluding overtime, bonuses, and commissions unless otherwise stated in the Group Application

### **Sickness**

Sickness, disease, pregnancy, or any condition (other than an Injury) which occurs and causes loss while this Certificate is in force.

### **Total Disability, Totally Disabled**

Means Your continuing inability, as a result of Injury or Sickness, to perform the material and substantial duties of any job for which You are or could qualify by reason of education, training or experience. You must be totally disabled continuously for at least 9 months or for less time if it can be presumed that You will be totally disabled non-stop for the rest of Your life.

### **We, Us, Our**

The Boston Mutual Life Insurance Company located at 120 Royall Street, Canton, Massachusetts 02021.

### **You, Your**

Means the Insured Employee named on the cover page of this Certificate.

## EMPLOYEE PROVISIONS

### Eligibility Date

This is the date You first become eligible for insurance under this Policy. The conditions for Eligibility are shown in the Group Application.

### Effective Date

If eligible You shall become insured on the later of the following dates if You are Actively at Work on that date:

1. The Eligibility Date if Your Enrollment Form for insurance is received on or prior to that date;
2. The date Your Enrollment Form for insurance is received, if received within 31 days after the Eligibility Date; or
3. The date We approve Your Evidence of Insurability, if You:
  - i. submit Your Enrollment Form for insurance more than 31 days after Your Eligibility Date; or
  - ii. request reinstatement after having terminated insurance while continuing to be eligible.

If You are not Actively at Work on the date insurance is to be effective, insurance will be effective on the date You return to Active Work. Amounts of insurance above the Guarantee Issue Amount will be effective on the date We approve them.

### Evidence of Insurability

Evidence of Insurability will be required on You if:

1. The amount of insurance requested exceeds the Guarantee Issue Amount. This will be at Our expense.
2. Any Enrollment or increase is requested more than 31 days after You were first eligible or reinstatement is requested after You terminated insurance while continuing to be eligible. This will be at Your expense.

If You submit satisfactory Evidence of Insurability to become insured and You terminate employment, You must again submit satisfactory Evidence of Insurability if re-employed. This will be at Your expense.

### Amounts of Insurance

Amounts of insurance are those amounts shown in the Certificate Schedule of Insurance. Amounts in excess of the Guarantee Issue Amount are subject to Evidence of Insurability which must be approved by Us.

### Changes in Amounts of Insurance

Amounts of insurance can change if the Policy is amended. Such changes in amounts of insurance will take effect as shown in the Group Application or amendments.

Any increases in the amount of Your insurance will take effect on the first of the month coincident with or following the date of increase or the date We approve Evidence of Insurability, if required. If You are not Actively at Work on the date when an increase in the amount of insurance is due to take effect, then the increase will not take effect until You return to Active Work.

Decreases in the amount of Your insurance will take effect on the date of change.

### Termination of Your Insurance

Your insurance will stop on the first of the following dates:

1. The date the Policy is canceled; or
2. If You pay all or part of the premium for Your coverage, the date You fail to make a required premium contribution on or before the end of the Grace Period. This would not affect any coverage which is paid in-full by Your Employer; or
3. The date You terminate employment; or
4. The date You are no longer in an eligible class under the Policy.

## EMPLOYEE POLICY BENEFITS

### **Life Insurance**

If You die while insured under the Policy, We will need to receive written proof of Your death. Upon receipt of due proof, We will pay the eligible Beneficiary the amount of life insurance in force under the Policy. The amount of life insurance will be shown in Your Certificate's Schedule of Insurance.

### **Employee Reduction in Benefits Percentage**

Life Insurance and Accidental Death and Dismemberment Insurance, if elected, for You may reduce. The reduced insurance amounts are shown in the Certificate Schedule of Insurance.

## EMPLOYEE POLICY BENEFITS (continued)

**Accidental Death and Dismemberment Insurance** - If elected by the Policyholder in the Group Application. You must be insured for Life Insurance under this Policy to become insured for Accidental Death and Dismemberment Insurance. If You have an Accident while insured and suffers a loss shown below We will pay: The full amount of Accidental Death and Dismemberment Insurance for the loss of:

- life;
- both hands or both feet;
- sight of both eyes;
- one hand and one foot;
- one hand and sight of one eye;
- one foot and sight of one eye; or

One-half the amount of Accidental Death and Dismemberment Insurance for the loss of:

- one hand or one foot;
- sight of one eye.

The loss of hand or foot means complete severance at or above the wrist or ankle joint. With regard to sight, the loss must be total and nonrecoverable.

We will pay the amount of Accidental Death and Dismemberment Insurance shown in Your Certificate of Coverage to the eligible Beneficiary for loss of life and to You for any other loss. We will not pay more than the full amount of Accidental Death and Dismemberment Insurance for any one or more losses from the same Accident.

We must receive written proof, in accordance with the Notice of Claim provision, that the loss occurred as a result of an Accident.

**Exclusions:** We will not pay any Accidental Death and Dismemberment benefits if the loss is caused or contributed to by:

1. Suicide or attempted suicide while sane or insane;
2. Intentionally self-inflicted injury, or any attempt at injury, while sane or insane;
3. Diseases, bodily or mental infirmity, or medical or surgical treatment for any of these;
4. Ptomaine or bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
5. Travel or flight (including getting in or out, on or off) in any aircraft or device which can fly above the earth's surface, if:  
the aircraft or device is being used:
  - for test or experimental purposes; or
  - for travel, or is designed for travel, beyond the earth's atmosphere; or
  - by or for the Policyholder (this exclusion applies whether the aircraft or device is owned, leased, operated, or controlled by the Policyholder. Charter aircraft are not excluded); or

You are:

- serving as pilot or crew member (or student taking a flying lesson) and is not riding as a passenger; or
  - hang gliding; or
  - parachuting, except when You have to make a parachute jump for self-preservation;
6. Commission of an assault or felony by You;
  7. Your intoxication ("intoxication" means that the Employee's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred);
  8. The voluntary taking or inhalation of:
    - any drug, medication, or sedative, unless taken as prescribed by a physician;
    - alcohol in combination with any drug, medication, or sedative; or
    - poison, gas, or fumes, other than as the result of an occupational accident.
  9. Injury which occurred before You were insured by this Policy.

In addition to the above Exclusions, we will not pay any Accidental Dismemberment benefits if the loss is caused or contributed to by:

War or any act of war, if the cause of dismemberment occurs while You are serving in the military, or within six (6) months after termination of service in the military forces. "War" includes, but is not limited to, declared war, and armed aggression by one or more countries resisted on orders of any other country, combination of countries or international organizations.



## EMPLOYEE POLICY BENEFITS (continued)

### Accidental Death and Dismemberment Insurance (continued)

"Act of War" means any act peculiar to military, naval or air operations in time of war. "Military" includes persons serving on active, Reserve and Guard Duty.

In addition to the above Exclusions, we will not pay any Accidental Death benefits if the death is caused by: War or any act of war, if the cause of death occurs while the Employee is serving in the military, or within six (6) months after termination of service in the military forces. "War" includes, but is not limited to, declared war, and armed aggression by one or more countries resisted on orders of any other country, combination of countries or international organization. "Act of War" means any act peculiar to military, naval or air operations in time of war. "Military" includes persons serving on active, Reserve and Guard Duty.

### Seat Belt Benefit

We will pay an additional 50 % of the Accidental Death and Dismemberment Insurance, but not more than \$10,000 in the event the You suffer loss of life as the result of an Accident which occurs while You are driving or riding in an automobile if:

1. The automobile is equipped with seat belts; and
2. A seat belt was in actual use by You and properly fastened at the time of the Accident and the proper use of the seat belt is certified in the official report of the Accident; or by the investigating officer; and
3. The driver was not intoxicated ("intoxicated" means that the blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred).

### Education Benefit

We will pay an Education Benefit if You:

1. are covered and a benefit is payable under the group Accidental Death and Dismemberment Insurance under this Policy; and
2. die as the result of an Accident; and
3. are survived by a Dependent Child who on the date of the Accident:
  - a) was enrolled as a full-time student in an Accredited School or College; or
  - b) was at the 12th grade level and later enrolls as a full-time student at an Accredited School or College within 365 days after the Accident.

The Education Benefit is payable for each Dependent Child who qualifies in an amount equal to 2 % of Your Accidental Death and Dismemberment insurance under this Policy, but not more than \$ 2,500 in addition to all other policy benefits for:

1. once a year for not more than four consecutive years; and
2. only while the Dependent child continues as a full-time student at an Accredited School or College.

### Repatriation Of Remains Benefit

We will pay a Repatriation of Remains Benefit if You:

1. are covered and a benefit is payable under the group Accidental Death and Dismemberment insurance under this Policy; and
2. die as a result of an Accident; and
3. the death occurred outside a 100 mile radius from his or her current place of primary residence.

We will pay for covered expenses reasonably incurred to return his or her body to their current place of primary residence up to \$ 5,000

Covered expenses include, but are not limited to expenses for:

1. embalming or cremation;
2. the most economical coffins or receptacles adequate for transportation of the remains; and
3. transportation of the remains by the most direct and economical conveyance and route possible.

## EMPLOYEE POLICY BENEFITS (continued)

### **Waiver of Premium Benefit - If elected by the Policyholder as shown on the Certificate Schedule of Insurance**

We will waive future group Life insurance premiums due under the Policy for You, if You become Totally Disabled. We must receive proof that You:

1. Became Totally Disabled prior to age 60; and
2. Were insured under the Policy on both the date the Sickness or Injury occurred and the date the Total Disability began.

Premium payments must continue until the earlier of: nine months from the date Total Disability began; or the date We determine that You are permanently totally disabled.

### **Amount of Life Insurance to be Continued**

We will continue the amount of Your Life Insurance in effect on the day You became Totally Disabled, except insurance continued under the Portability Provision. All reductions and termination provisions in effect in the Policy on the last day that You are Actively at Work will apply to the Amount of Insurance to be Continued.

### **Notice of Disability**

You must submit written proof of Total Disability to Us at Our Home Office while You are still Totally Disabled and within one year from the start of Your Total Disability.

### **Continuation of Waiver of Premium Benefit**

The Waiver of Premium Benefit will continue for as long as You:

1. remain Totally Disabled;
2. submit to Us, proof of continuing Total Disability; and
3. remain eligible for an Amount of Life Insurance to be continued.

At any time during the Waiver of Premium Benefit period, We may, at Our own expense, require a physical examination of You as often as reasonably necessary to verify the continuation of Your Total Disability.

### **Termination of Waiver of Premium Benefit**

The Waiver of Premium Benefit will end on the earliest of the following dates:

1. The date You are no longer Totally Disabled; or
2. The date You do not submit to an examination when required by Us; or
3. The date You fail to provide proof of continuing Total Disability; or
4. The date You attain the termination age (normal retirement age). If the Policyholder has not defined the termination age, then termination of the Waiver of Premium Benefit will occur at age 65.

### **Continuation of Insurance after Termination**

1. **Continuation under this Policy**  
You may continue Your group Life Insurance under the Policy when You return to an eligible class and continue to pay any required premium contributions.
2. **Continuation under the Conversion Provision**  
You may convert Your group Life Insurance under the Conversion Provision if the Waiver of Premium Benefit ends and the group Life Insurance under the Policy does not continue in force.
3. **Effect of Termination or Amendment**  
Insurance will not be affected by termination or amendment of the Policy after You become Totally Disabled.

## RIGHT TO CONVERT PROVISIONS

### Conversion of Your Group Life Insurance under the Policy

You have the right to convert Your group Life Insurance if all or a portion of it terminates for any reason unless it terminates because You did not pay the required premium. The conversion is subject to the following rules:

1. The first premium must be sent with a written application for the conversion policy and must be received by Us within 31 days after Your group Life Insurance terminates;
2. The premium due for the policy will be at Our usual rates. This rate will be based on the amount of insurance, class of risk, and Your age on the date the conversion policy is issued;
3. The conversion policy may be any individual whole life policy We currently issue, except term insurance;
4. Evidence of Insurability is not required; and
5. The conversion policy issued will be for an amount not to exceed what You had before termination under the Policy and will not include waiver of premium or accidental death and dismemberment benefits.

If notice of Your Right to Convert is given more than 15 days after the termination date, the time allowed for conversion will be extended an additional 15 days following the date of the written notice, but in no event shall such additional period extend beyond 90 days next after the expiration date.

If Your insurance terminates due to termination of the Policy, an individual whole life policy can be issued. You must have been insured for at least 5 years under the Policy. The same rules as shown above will apply, except that the amount of life insurance will be the lesser of:

1. The amount of life insurance under the Policy; less any amount of group life insurance You receive or become eligible for within 31 days after the Policy terminates; or
2. \$10,000.

If You should die during the time in which You are entitled to apply for a conversion policy, We will pay the benefit that You had under the Policy. This will be done whether or not You applied for the conversion policy. Any conversion policy issued with respect to this benefit will be put in force at the end of the 31 day period that application must be made.

## PORTABILITY PROVISIONS

### **Continuation of Insurance Benefit**

If You terminate employment, You may continue Your and Dependent, if covered, group Life Insurance. To be eligible to continue this insurance, You must meet the following requirements on the date employment terminates:

1. Your coverage is not being continued under the Waiver of Premium provision;
2. You are under age 60, and
3. You have not converted Your group Life Insurance.

The Insured Dependent's Life Insurance, if covered, may not be continued if:

1. Your group Life Insurance is not continued; or
2. the Insured Dependent is age 60 or greater.

### **Application and Premium Payment**

You must apply in writing to Us within 31 days after the date employment ends.

You must pay the required premium to Us. The premium rate will be based on the voluntary group life rate applicable to the group Policy. The first premium payment must be made with the application no later than 31 days after the date Your group Life Insurance would otherwise terminate.

### **Amount of Insurance**

The amount of life insurance You may continue, without Evidence of Insurability, cannot exceed the amount of Your group Life Insurance in force on the date Your employment terminates. The amount of life insurance on the Dependent, if covered, that may be continued, without Evidence of Insurability, by You cannot exceed the amount of the Dependent's group Life insurance in force on the date You terminate employment.

Amounts of life insurance in excess of the amounts in force on the date employment terminates are subject to Evidence of Insurability.

### **Change of Beneficiary**

The Beneficiary may be changed. To make a change You must contact Us requesting the change, fill out and sign the required form and send the form back to Us. The change will take effect on the date You signed the form subject to any payments We made or actions We may have taken before We had notice of the change.

### **When Insurance Ends**

Your or Your Dependent's Life Insurance continued under this provision ends automatically on the earliest of:

1. The date the last period ends for which You made a premium payment; or
2. The date the Policy terminates; or
3. The date You or Your Dependent become a full-time member of the armed forces of any country.

When Your or Your Dependent's life insurance under this provision ends, or any portion is lost due to a reduction in benefits, You and the Dependent, if covered, will be eligible to convert their insurance to an individual whole life policy under the Right To Convert Provisions of the Policy.

### **Policy Provisions**

The waiver of premium and the accidental death and dismemberment provisions will not apply to insurance continued under these Portability Provisions. Except as provided above, insurance continued under this provision is subject to all other terms of the Policy.

With respect to any notice You are required to provide to the Policyholder under other provisions of the Policy, You must provide such notice to Us while the insurance is continued.

## GENERAL PROVISIONS

### Premiums

Premiums for the Policy are due and payable to Us at our home office by the Policyholder. If coverage is being continued under the Portability Provisions then premium payments will be paid directly by You to Us at our home office.

Except as provided below, We will not change the premium rates during the initial 12 month period, or for a longer period if shown in the Group Application. After the initial period, except as provided below, We may not change rates more than once a Policy Year.

Premium rates may change for reasons which affect the insured risk, which includes:

1. the terms for the Policy are changed;
2. the volume of insurance in force or the number of employees insured changes by 25% or more; or
3. a new law or a change in any existing law is enacted which applies to the Policy.

We will give 31 day notice to the Policyholder in advance of any change.

### Grace Period

The Policy has a Grace Period. The Grace Period is 31 days. If you are paying premiums under the Portability Provisions, and a premium is not paid to Us before the date it is due, Your Coverage will stay in force during the Grace Period and it will terminate at the end of the Grace Period if such premium has not been paid by then.

### Change of Beneficiary

The Beneficiary may be changed. To make a change You must contact the Policyholder requesting the change, fill out and sign the required form and send the form back to the Policyholder. The change will take effect on the date You signed the form subject to any payments We made or actions We may have taken before We had notice of the change.

### Settlement of Death Benefits - Payment Options

We will pay all or part of the insurance benefits under the Policy at Your choice in one sum or in monthly payments in equal amounts over any number of years up to twenty. If when You die, You have not made a choice, Your Beneficiary may then choose a payment option.

If when You die there is no Beneficiary who has survived You, or You did not name one, then We will automatically pay any of the following: Your spouse; Your surviving children in equal shares; Your parents; Your brothers or sisters; or Your estate.

We shall be entitled to rely on the statements made by any one of the above. We shall be released from any liability under the Policy to the extent of any payment We make under this clause. To the extent allowed by law, the amount held and the payments made by Us shall not be subject to the claims of Your creditors or those of Your Beneficiaries.

### Notice of Claim

Written Notice of a Claim must be given within 30 days after the loss has occurred or as soon as reasonably possible. The Notice can be given to Us at Our home office. It should contain enough information so that We can identify the Insured.

### Claim Forms

When We receive the Notice of Claim, We will send forms for filing Proof of Loss. If these forms are not received within 15 days, the claimant may meet the Proof of Loss requirement by sending Us a written statement of the nature and extent of loss. This must be given within the time stated in the Proof of Loss provision.

## GENERAL PROVISIONS (continued)

### **Proof of Loss**

Written Proof of Loss must be given to Us within 90 days after the end of the period for which We are liable if the claim is one for which We make periodic payments that depend on the continuance of the loss. Written Proof of Loss for any other loss must be given to Us within 90 days after such loss begins. If it is not reasonably possible to give written proof in the time stated, We will not reduce or deny the claim for this reason if the proof is filed as soon as is reasonably possible.

### **Limitation of Action**

No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been given as required by the Policy. No such action may be brought after 3 years from the time written Proof of Loss must be given.

### **Right to Examine**

We, at Our own expense, have the right to an independent medical examination of You as often as it is reasonably required during a claim. We may require an autopsy unless it is not allowed by law.

### **Entire Contract**

The contract is made up of the Policy, the Policyholder's Application, and each Insured's Enrollment Form, if any.

All statements made in the Application except for fraud are representations and not warranties. We will not use any statements to void the Policy nor to deny a claim under it unless such statements are contained in the Group Application or Your Enrollment Form.

### **Policy Changes**

We may change or Terminate the Policy without Your consent. A change will be valid only if it is:

1. Made in writing by Our President or Our Secretary, and
2. Accepted by the Policyholder.

Only one of these officers in 1. above can make or change the Policy, extend the time for paying premiums, or waive any of Our rights or requirements.

### **Age**

If Your age has not been stated correctly, We will change the amounts of insurance to what the premium paid would have bought at the right age.

### **Incontestable**

We will not contest the validity of Your coverage or Your Dependent's coverage after it has been in force for two years during your lifetime from the date such coverage takes effect, except for fraudulent misstatements on the Insured's Enrollment Form.

### **Clerical Error**

Clerical Error or delays in keeping records for the Policy will not deny insurance which would otherwise have been granted and will not continue insurance which otherwise would have stopped. It will call for a fair adjustment of premium or benefits to correct the error.

If there is any change to the Policy affecting Your benefits, a new Certificate will be issued. Any conflict between the terms of the Certificate and the Policy will be decided in accordance with the Policy.

### **Policyholder Not Company's Agent**

The Policyholder shall in no event be considered Our agent for any purposes under the Policy.

# BOSTON MUTUAL LIFE INSURANCE COMPANY

120 Royall Street

Canton, MA 02021

## ACCELERATED DEATH BENEFIT OPTION RIDER

### Important Notice

Benefits paid under this Rider may qualify for special tax status if according to federal definition, You qualify as terminally ill. If You do not qualify as terminally ill under the federal definition, the benefits may be taxable. If so You or Your beneficiary may incur a tax obligation. As with all tax matters, a personal tax advisor should be consulted to assess the effect of this benefit. The availability of benefits under this Rider could subject Your coverage to the claims of creditors. The benefits under this Rider may have a negative effect on Your right to receive Medicaid or other government benefits. Benefits payable under this Rider reduce benefits payable under the Policy. This Rider's benefit accelerates the death benefit under Your Certificate at Your option under conditions specified in the Rider. This Rider is not a long term care rider and does not meet state or federal requirements for long term care.

**IF THE RIDER BENEFIT IS PAID, THE CERTIFICATE BENEFITS WILL BE REDUCED. SEE REDUCTION OF CERTIFICATE BENEFITS ON PAGE 2.**

**IF YOU APPLY FOR ACCELERATED BENEFITS, WE WILL PROVIDE YOU, NO LATER THAN THE TIME OF THE BENEFIT PAYMENT, A "BENEFIT PAYMENT NOTICE".**

Boston Mutual Life Insurance Company has issued this Rider as part of the Policy/Certificate to which it is attached. The effective date of this Rider is the Policy/Certificate Effective Date as shown in the Certificate.

You may elect to receive the Accelerated Death Benefit when You are diagnosed and certified by a Doctor as having a Terminal Illness, subject to all the terms of this Rider.

### DEFINITIONS

The definitions stated in the Policy/Certificate will also apply in this Rider. The following definitions will also apply.

**Diagnosis** - is the certification by a Licensed Health Care Practitioner in accordance with generally accepted medical practice as determined by the American Medical Association.

**Due Proof** - is information or evidence submitted to us sufficient to satisfy Us that You have been diagnosed as terminally ill.

**Certificate** - The Certificate to which this Rider is attached. The Certificate determines the amount of benefits under this Rider.

**Licensed Health Care Practitioner** - means any physician and any registered professional nurse, licensed social worker or other individual who meets the requirements as may be prescribed by the federal Secretary of Health and Human Services or as defined in the federal Health Insurance Portability and Accountability Act or any successor law or any regulation promulgated thereunder. The licensed Health Care Practitioner must be acting within the scope of his or her license in the state of licensure when providing covered services or performing action required by the contract.

**Terminal Illness** - means You have a life expectancy of twelve (12) months or less due to an illness or physical condition.

**We, Our or Us** - is Boston Mutual Life Insurance Company.

**Your or Yours** - is the Insured shown on the cover page of the Certificate.

## **AMOUNT OF ACCELERATED DEATH BENEFIT**

If You are diagnosed and certified by a Licensed Health Care Practitioner as having a Terminal Illness, We will pay You an Accelerated Death Benefit. The minimum Life Amount which We will accelerate is \$10,000. The maximum Life Amount is an integral of \$10,000 which does not exceed the lesser of \$200,000 or 100% of the Employee Life Insurance amount shown in Your Certificate.

The Accelerated Death Benefit shall be reduced by the "Cost of This Rider".

You may make a claim for the Accelerated Death Benefit during your lifetime. You may receive an Accelerated Death Benefit only once. This means that if you choose and receive less than 50% of the Life Amount, with Your initial claim, You cannot request the balance of the Accelerated Death Benefit at a later date.

## **REDUCTION OF CERTIFICATE BENEFITS**

The Employee Life Insurance amount in Your Certificate shall be reduced by the amount of the Accelerated Death Benefit before the reduction for the Cost of This Rider.

When the Accelerated Benefit is paid, We will send You a Benefit Payment Notice illustrating the effect on Certificate Benefits. The premiums on Your Life Insurance Amount will be reduced to reflect the remaining life insurance amount. If included in Your Certificate, the premiums for Waiver of Premiums will be adjusted to reflect the reduction in Certificate Benefits. The Acceleration Benefit will not affect benefits for Accidental Death and Dismemberment, if included in Your Certificate.

## **ENTITLEMENT TO ACCELERATED DEATH BENEFITS**

An Accelerated Death Benefit will be payable to You in a lump Sum, unless You elect the Settlement of Death Benefits-Payments Option in Your Certificate, if You have met all of the following conditions:

- Due Proof has been received by Us that You are terminally ill.
- Your Certificate and this Rider were in force at the time the Terminal Illness was diagnosed.
- If Your Life Insurance Benefits under the Certificate have been assigned, the assignee has agreed in writing for You to receive the benefits, otherwise the benefit will be payable to the assignee.
- If an Irrevocable Beneficiary has been named, the Irrevocable Beneficiary has agreed in writing for You to receive this benefit.
- All terms and conditions of this Rider.

If You elected the Settlement of Death Benefits-Payment Option, and You die before all payments are paid, We will pay the remaining payments to Your Beneficiary.

If You die after electing to receive Accelerated Death Benefits but before any such Benefits are received, the election shall be cancelled and the death benefit will be paid under the terms of the Policy.

## **EFFECTIVE DATE OF RIDER**

This Rider shall be effective on the effective date of the Policy or of the Rider if added after the effective date of the Policy.

## **CONVERSION RIGHT**

If any individual insured under the Policy this Rider is attached to becomes entitled to convert the coverage, notice of Your Right to Convert will be given. Written notice will be mailed to the certificate holder at the last address furnished to Us. If this notice is given more than 15 days after the termination date of your coverage, the time allowed for conversion will be extended an additional 15 days following the date of the written notice, but in no event shall such additional period extend beyond 90 days next after the expiration date.



## **COST OF THIS RIDER**

There will be no cost for this Rider unless the Accelerated Death Benefit is exercised. The Cost of This Rider shall be the interest (I) on the Accelerated Death Benefit for 6 months. The annual effective interest rate(i) will be the greater of the current annual yield on 90 day treasury bills and 8%.

The following is the formula used to calculate the interest charged:

Let A = Amount of Accelerated Death Benefit that You requested.

i = annual effective interest rate charged

I = amount of interest charged (Cost of This Rider)

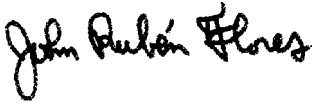
$$I = A - \frac{A}{(1+i)^{1/2}}$$

## **TERMINATION OF THIS RIDER**

This Rider will end:

- upon Your written request;
- upon termination of the Policy/Certificate; or
- when We have paid the Accelerated Death Benefit.

## **BOSTON MUTUAL LIFE INSURANCE COMPANY**



John Rubén Flores  
Secretary

# BOSTON MUTUAL LIFE INSURANCE COMPANY

120 Royall Street, Canton, Massachusetts 02021

## Sample Actual **Benefit Payment Notice for Life Insurance Benefits Under Accelerated Death Benefit Option Rider**

### **Limitations of the Accelerated Death Benefit:**

This accelerated death benefit option rider is **NOT** a long-term care policy or nursing home insurance policy. The amount this benefit option rider pays you may not be enough to cover your medical, nursing home or other bills. You may use the money you receive from this benefit option rider for any purpose.

**Accelerated death benefit payments paid under the Rider may qualify for special tax status if your Covered Condition qualifies as a terminal illness under the United States Internal Revenue Code. If it does not qualify as a terminal illness, the benefits may be taxable.** You should consult your personal tax advisor.

### **Consequences of This Benefit:**

Receipt of accelerated death benefits under this benefit option rider **MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI")** eligibility. Without exercising your option to accelerate death benefits, the mere fact that you own an accelerated death benefit option rider will not in and of itself affect your eligibility for these government programs. However, exercising the option to accelerate death benefits and receiving those benefits before you apply for these programs, or while you are receiving government benefits, may affect your initial or continued eligibility. Contact the Medicaid Unit of your local Department of Public Welfare and Social Security Administration Office for more information.

**Accelerating Condition:** You must be diagnosed by a doctor as having a life expectancy of twelve (12) months or less due to an illness or physical condition.

**Accelerating Option:** The Accelerated Death Benefit is payable as a lump sum. You may elect to receive the benefit under Settlement of Death Benefits-Payment Option in Your Certificate.

**Cost of This Benefit:** There is no premium for this Rider. The Accelerated Death Benefit will be reduced by the annual (12 month) effective interest rate calculated for 6 months on the amount to be accelerated. The annual effective interest rate used will be the current yield on 90 day treasury bills or 8%, whichever is greater.

**Effect on Certificate Values:** The Life Insurance **Death Benefit will be reduced.** Here is an illustration of the effect of an Accelerated Death Benefit payment on your life insurance coverage:

- |  |  |
|--|--|
| 1) Certificate Life Insurance Benefit: \$100,000                               | 2) Requested Accelerated Benefit: \$50,000     |
| 3) Interest Cost: \$2,000 (8% Interest Rate)                                   | 4) Accelerated Death Benefit Paid: \$48,000    |
| 5) Remaining Certificate Amount of Life Insurance After Acceleration: \$50,000 |  |
| 6) Date of Acceleration: June 1, 2002  | 7) Percentage Reduction in Life Insurance: 50% |
| 8) Premium Before Acceleration: \$25.00/Month                                  | 9) Premium After Acceleration: \$12.50/Month   |

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Certificate Number



120 Royall Street, Canton, Massachusetts 02021

*This is the last page of your  
Group Insurance Certificate*

*Any additional pages pertain to important  
information regarding your Insurance Certificate*

