



**CONSUMERS LIFE®**  
A MEDICAL MUTUAL COMPANY

## **Trumbull County Commissioners**

**Group Number**  
**577106**

**Class 3 - All eligible Employees, retired prior to January 1, 1999**



# Consumers Life Insurance Company

(A stock life insurance company herein called "We", "Us", "Our")  
Cleveland, Ohio

## Group Insurance Certificate

We agree to pay benefits subject to the provisions, definition, limitations and conditions of the master policy. The master policy (herein called the Policy) is a contract issued by Consumers Life Insurance Company to Your Employer (herein called the Policyholder). If the terms and provisions of the Certificate of Coverage (issued to You) are different from the Policy (issued to the Policyholder), the Policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the Policy.

This is Your certificate of coverage as long as You are eligible for insurance. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law. This is not a summary plan description or an Employee Retirement Income Security Act (ERISA) Plan Document by itself. However, it may be attached to a document prepared by Your group that is called a summary plan description.

### PLEASE READ CAREFULLY

If You have any questions, please contact the Benefits Administrator at Your place of employment or write to Us. We will assist You in any way We can to help You understand Your benefits.



Rick Chiricosta  
Chairman, President and CEO

## Group Insurance Certificate

Group Term Life  
Non-Participating

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## SCHEDULE OF BENEFITS

**Policyholder:** Trumbull County Commissioners  
**Policy Number:** 577106  
**Eligibility: Class (if Applicable):** 3 - All eligible Employees, retired prior to January 1, 1999  
**Group Term Life Insurance**  
Employee Life Benefit Amount: \$2,500  
Non-Medical Maximum Benefit Limit: \$2,500

### **Reduction of Benefits**

Basic Life benefits do not reduce due to age.

**THIS SCHEDULE OF BENEFITS CANCELS AND REPLACES ALL OTHER SCHEDULES PREVIOUSLY ISSUED TO YOU UNDER THE POLICY. IT OUTLINES THE POLICY FEATURES. THE FOLLOWING PAGES PROVIDE A COMPLETE DESCRIPTION OF THE PROVISIONS OF YOUR CERTIFICATE.**

## DEFINITIONS

This section explains the meaning of special words and phrases used in this Certificate. To help recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

**Accident or Accidental** means a sudden, unexpected event that was not reasonably foreseeable and occurs independently of disease, illness or bodily infirmity.

**Actively at Work or Active Work** means that You are:

1. performing the Material and Substantial Duties of Your occupation; and
2. working the number of hours set forth in the Application; and
3. paid full-time or part-time earnings from the Policyholder.

The worksite must be at the Policyholder's usual place of business or at a location the Policyholder has authorized You to work. You are not considered Actively at Work when You are off work or lose time due to Sickness, Injury, Leave of Absence, strike or lay-off. Paid days off will count as Actively at Work if You were fully capable of performing the Material and Substantial Duties of Your regular occupation during the paid days off, provided You were Actively at Work on the last working day prior to the paid days off. You will be considered Actively at Work on each day of a regular paid vacation or on a regular non-working day provided You were Actively at Work on the last working day prior to paid vacation. If You are receiving paid days off as part of a severance agreement, You are not considered to be Actively at Work.

**Application** means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the Policyholder applied. The Application is attached to and forms a part of the Policy, and shall include any subsequent amendments to the Application.

**Base Annual Earnings/Base Annual Salary** means the gross annual compensation prior to before-tax payroll deductions, if any,

1. which You earn from Your occupation with the Policyholder; and
2. which was used in the calculation and remittance of premium.

It does not include salary from overtime, bonuses or any other form of extra pay. If Your salary is based in whole or in part on commissions, Base Annual Salary will include the amount paid in commissions. Commissions will be the lesser of the average annual commissions received during the immediately preceding 12 calendar month period of employment with the Policyholder or the average annual commissions received during the period of actual employment with the Policyholder, if employed less than 12 months.

**Basic Weekly Wage** means the gross weekly compensation prior to before-tax payroll deductions, if any,

1. which You earn from Your occupation with the Policyholder; and
2. which was used in the calculation and remittance of premium.

It does not include compensation from overtime, bonuses or any other form of extra pay. If Your compensation is based in whole or in part on commissions, Basic Weekly Wage will include the weekly average paid in commissions.

**Base Annual Earnings/Base Annual Salary** if You are a PARTNER means Your annual net taxable income derived from the partnership during the calendar year prior to the date of Your loss, as reported on the partnership federal income tax return as the "net Salary (loss) from self-employment." If You also received a W-2 from the partnership during the year, Your base annual salary is the sum of Your gross annual compensation and the net salary from self-employment.

If You were not a partner during the calendar year prior to the date of loss, Base Annual Salary means Your annual compensation (excluding dividends, capital gains, and return of capital) from the partnership prior to the date of Your loss, determined in accordance with the terms of the applicable partnership agreement. In the event of a disagreement between Us and the claimant, an adjustment will be made, if warranted, after Your subsequent federal income tax return is submitted to Us.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Basic Weekly Wage** if You are a PARTNER means Your Base Annual Salary derived from the Policyholder for the calendar year prior to the date of Your loss, divided by the number of weeks included in the partnership taxable year.

If You were not a partner during the calendar year prior to the date of loss, Basic Weekly Wage means Your average weekly compensation (excluding dividends, capital gains, and return of capital) from the partnership prior to the date of Your loss, determined in accordance with the terms of the applicable partnership agreement. In the event of a disagreement between Us and the claimant, an adjustment will be made, if warranted, after Your subsequent federal income tax return is submitted to Us.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Base Annual Earnings/Base Annual Salary** if You are a SOLE PROPRIETOR or SHAREHOLDER IN A SUBCHAPTER S CORPORATION or a MEMBER IN A LIMITED LIABILITY COMPANY Your annual net taxable income (excluding dividends, capital gains, and return of capital) derived from the Policyholder for the calendar year prior to the date of Your loss, as reported on Your federal income tax return. Your annual net taxable income equals A minus B, where:

A = Your annual taxable income derived from the Policyholder for the prior calendar year (excluding dividends, capital gains, and return of capital), as reported on Your federal income tax return; and

B = Your annual deductible work expenses attributable to Your work for the Policyholder during the prior calendar year, as reported on Your federal income tax return.

If You were not a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company during the calendar year prior to the date of Your loss, Base Annual Salary means Your annual net taxable income derived from the Policyholder for the period You were a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company prior to the date of Your loss. Your annual net taxable income will be based on the taxable income derived from the Policyholder for the period of Your work as a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company for the Policyholder, taking into account Your deductible work expenses attributable to Your work for the Policyholder during the same period. If You also received a W-2 from the entity during the year, Your base annual salary is the sum of Your gross annual compensation and the net salary from self-employment.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Basic Weekly Wage** if You are a SOLE PROPRIETOR or SHAREHOLDER IN A SUBCHAPTER S CORPORATION or a MEMBER IN A LIMITED LIABILITY COMPANY means Your Base Annual Salary derived from the Policyholder for the calendar year prior to the date of Your loss, as reported on Your federal income tax return divided by the number of weeks included in the taxable year.

If You were not a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company during the calendar year prior to the date of Your loss, Basic Weekly Wage means an Insured's average weekly net taxable income derived from the Policyholder for the period You were a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company prior to the date of Your loss. Your average weekly net taxable income will be based on the taxable income derived from the Policyholder for the period of Your work as a sole proprietor or shareholder in a Subchapter S corporation or a member in a Limited Liability Company for the Policyholder, taking into account Your deductible work expenses attributable to Your work for the Policyholder during the same period.

No benefits are payable when any of the above calculations result in an amount less than zero.

**Contributory** means You pay a portion of the premium for this insurance coverage.

**Dependent:** Unless otherwise defined in another section of this Certificate, Dependent means:

1. Your lawful spouse;
2. Your Dependent Child, which means Your unmarried child who is:
  - a. Your biological child, stepchild or adopted child;
  - b. within the age limits shown in the Application; and
  - c. not in active military service.

**Employee** means an Actively at Work full-time employee whose principal employment is with the Employer, at the Employer's usual place of business or such place(s) that the Policyholder may authorize in the normal course of business, who is Actively at Work for the minimum hours per week as stated in the Application and is reported on the Policyholder's records for Social Security and withholding tax purposes. An employee can include a partner in a partnership, a shareholder in a subchapter S corporation, a sole proprietor or a member in a limited liability company if the other requirements are met.

**Enrollment Form** means the application You complete to apply for coverage under the Policy.

**Independent Medical Examination** means an examination by a Medical Provider of the appropriate specialty for Your condition, at Our expense. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under any Short-Term Disability Benefits, if any, associated with the Policy.

**Injury** means bodily harm resulting directly from an Accident and independently of all other causes.

**Insured** means an Employee covered under the Policy.

**Intoxicated** means being legally intoxicated as determined by the laws of the jurisdiction where the Accident occurred. Conviction is not necessary for determination of being intoxicated.

**Late Applicant** means an eligible Employee who is:

1. an Employee who enrolls for Contributory coverage more than 31 days after Your first day of eligibility; or
2. an Employee who waives all or a portion of Your Noncontributory coverage and chooses to enroll at a later date; or
3. an Employee who chooses to increase their Contributory coverage.

**Leave of Absence** means an arrangement where the Policyholder and the Employee agree that the Employee will not be Actively at Work for a specified period of time and the Employee is expected to be Actively at Work at the end of that period. Refer to Termination Provisions to determine how long coverage may continue during a Leave of Absence.

**Male Pronoun** whenever used includes the female.

**Material and Substantial Duties** means job duties that are normally required for the performance of Your own occupation and cannot be reasonably omitted or modified.

**Medical Provider** means a person who is performing tasks that are within the scope of His or her medical license and:

- Is licensed to practice medicine and prescribe and administer drugs and perform surgery; or
- Has a doctoral degree in Psychology (Ph.D or Psy.D) whose primary practice is treating patients; or
- Is a legally qualified Medical Provider according to the laws and regulations of the governing jurisdiction.

We will not recognize any relative including but not limited to You, Your spouse, child, brother, sister, or parent of You or Your spouse as a doctor for a claim that You send Us.

**Noncontributory** means the Policyholder pays 100% of the premium for this insurance.

**Policy** means the contract between the Policyholder and Us, which provides group insurance benefits.

**Policyholder** means the person, firm, organization, or institution named on the face of the policy. Policyholder also means any covered subsidiaries or affiliates set forth on the face of the Policy. If the Policyholder is a trust or association, the term Participating Employer shall be substituted for Policyholder.

**Principal Sum** means the amount shown on the Schedule of Benefits.

**Proof** means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or written documentation as required by Us. Proof must be received by Us at Our Home Office. We reserve the right to determine, at Our sole discretion, if Proof is acceptable.

**Regular Care** means:

1. You are under the care of and visit a Medical Provider at appropriate intervals as medically required in accordance with standard medical practice, to effectively diagnose, manage and treat the disabling condition(s); and
2. You are receiving the appropriate treatment and care of the disabling condition(s) which conforms with standard medical practice by a Medical Provider whose specialty and clinical experience is appropriate for the disabling condition(s) according to standard medical practice.

**Retiree** means a former Employee of the Policyholder, eligible to receive normal retirement benefits from the Policyholder. Retirees are eligible for Life coverage only if the Insured was continuously-employed by the Policyholder and working the number of hours required for eligibility, prior to retirement. Hours per week requirement(s) apply to Employees only. Board Members and Elected Officials must be in active service to the Policyholder.

**Sickness** means:

1. An illness that impairs Your normal functioning of mind or body; or
2. pregnancy, childbirth or related medical condition.



**Waiting Period** under Eligibility and Effective Date refers to the length of time as defined in the Application before You are eligible to enroll in this insurance program.

**You, Your and Yours** means the eligible Employee to whom this certificate is issued and whose insurance is in force under the terms of the Policy.

## ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

### Eligibility

All Employees who belong to an eligible class and work the minimum number of hours as set forth by the Policyholder are eligible for group insurance. An Employee must be Actively at Work for His insurance coverage to become effective.

We agree to waive the Actively at Work provision for Life Insurance on a premium paying basis, for You if:

1. You are not disabled; and
2. You are on lay-off, Leave of Absence, or sabbatical leave; and
3. You were being covered by an extension of benefits provision under the prior carrier's policy on the day immediately preceding the Policy effective date; and
4. You are no longer eligible for coverage under the prior carrier's policy.

Life Insurance will continue under this provision for the balance of the time provided for under the prior carrier's policy, but not to exceed a total of 3 months.

### Effective Date of Coverage (Noncontributory Benefits)

You, if You are Actively at Work will become insured for Noncontributory benefits under the Policy on the day following completion of the Waiting Period, if any, set forth by the Policyholder, provided the Policyholder has paid any premium the Policyholder is obligated to pay.

If You waive all or a portion of Your Noncontributory coverage and choose to enroll at a later date, You will be considered a Late Applicant and must furnish evidence of insurability satisfactory to Us before coverage can become effective. Coverage will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.

### Effective Date of Coverage (Contributory Benefits)

You may apply for Contributory benefits at any time. Your coverage will become effective as follows, provided You are Actively at Work on that date:

1. If Your enrollment form is signed on or before the end of the Waiting Period, if any, as set forth by the Policyholder, the coverage will become effective on the day following completion of the Waiting Period.
2. If Your enrollment form is signed after the end of the Waiting Period, but within 31 days following the completion of the Waiting Period, the coverage will become effective the date You sign the enrollment form.
3. If Your enrollment form is signed following this 31 day period, You will be considered a Late Applicant and must furnish evidence of insurability satisfactory to Us before coverage can become effective. Coverage will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.

### Deferred Effective Date

You must be Actively at Work on the date Your initial coverage is scheduled to begin. If:

1. You are absent from Active Work on the date such coverage would otherwise become effective; and
2. Your absence is caused by an Injury, Sickness or layoff,

the effective date of any initial coverage or increased coverage will be deferred until the first day You return to Active Work. You will be considered Actively at Work if You were actually at work on the day immediately preceding:

1. a weekend (except for one or both of these days if they are scheduled work days);
2. a holiday (except when such holiday is a scheduled work day);
3. a paid vacation;
4. any nonscheduled work day.

### **Evidence of Insurability**

Evidence of insurability is required:

1. when the amount of insurance exceeds the non-medical maximum, as shown in the Schedule of Benefits; or
2. if You enroll for Yourself, Your spouse, and/or Your Dependents for contributory coverage more than 31 days after Your initial date of eligibility; or
3. if You have waived all or a portion of Your Noncontributory coverage and enroll at a later date; or
4. if You elect an increase in coverage.

### **Effective Date if We Require Evidence of Insurability**

If You are required to submit evidence of insurability satisfactory to Us, insurance in the amount for which We require such evidence will become effective on the date We determine that the evidence is satisfactory and We provide written notice of approval.

### **Effective Date of Changes in Amount of Benefit**

Any change in the amount of Your benefits caused by a change in class, change in salary, age reduction or amendment to the Policy will become effective on the effective date of change. If the change results in an increase in the amount of insurance, You must be Actively at Work on that date. If You are not Actively at Work, the increase will take effect on the day You are again Actively at Work.

### **Reinstatements**

If Your coverage terminates due to termination of employment and You return to active work within six months, We will not apply a new hire eligibility Waiting Period or require evidence of insurability if You enroll within 31 days.

## GROUP TERM LIFE INSURANCE BENEFIT

THIS BENEFIT ONLY APPLIES TO YOU IF IT IS SHOWN ON YOUR SCHEDULE OF BENEFITS, YOU HAVE ELECTED GROUP TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREE TO PAY THE APPLICABLE PREMIUM.

### Benefit Payment

We will pay Your beneficiary the amount of life insurance in force as of the date of Your death provided You are insured under the Policy on the date of death.

Settlement will be made upon receipt of Proof of death or not later than two (2) months after receipt of such Proof.

We will determine the amount of insurance payable based upon the Schedule of Benefits.

### Beneficiary

Your beneficiary designation must be made on a form which We provide or on a form accepted by Us. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless You have specified otherwise. The Policyholder may not be named as beneficiary.

Unless You provided otherwise, if a beneficiary dies before You, We will divide that beneficiary's share equally between any remaining named beneficiaries.

If no named beneficiary survives You or if You do not designate a beneficiary, We will pay the amount of insurance:

1. to Your spouse, if living; if not,
2. in equal shares to Your then living natural or adopted children, if any; if none,
3. in equal shares to Your father and mother, if living; if not,
4. to Your estate.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will not make payment until a claim is made by the person or entity which, by court order, has been granted control of the estate of such beneficiary. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

If any benefits under this provision are to be paid to Your estate, We may pay an amount not greater than \$2,000 to any person We consider to be equitably entitled by reason of having incurred funeral or other expenses incident to Your death. Any and all payments made by Us shall fully discharge Us in the amount of such payment.

### Change of Beneficiary

You may change Your beneficiary at any time by completing a change request form, or a form accepted by Us, and sending it to the Policyholder. Your written request for change of beneficiary will not be effective until it is recorded by the Policyholder. After the change request has been received, the change will take effect on the later of the date You signed the change request form or the date You specifically requested. A change submitted electronically will take effect on the later of the date We received the electronic submission or the date specifically requested. If You die before the change has been recorded, We will not alter any payment that We have already made. Any prior payment shall fully discharge Us from further liability in that amount.

## Conversion of Life Insurance

### Conversion if Eligibility Terminates:

You may convert to an individual policy of life insurance if Your life insurance, or a portion of it, ceases because:

1. You are no longer employed by the Policyholder; or
2. You are no longer in a class which is eligible for life insurance.

In either of these situations, You may convert all or any portion of Your life insurance which was in force at the date of termination.

### Conversion if Policy is Terminated or Amended:

You may also convert to an individual policy of life insurance if Your life insurance ceases because:

1. the Policy terminates; or
2. life insurance benefits under the Policy cease; or
3. the Policy is amended making You ineligible for life insurance.

However, in any of these situations, You must have been insured under the Policyholder's plan of insurance for at least five (5) years. The amount of insurance converted in any of these situations will be the lesser of:

1. the amount of life insurance in force, less any amount for which You become eligible under this or any other group policy within 31 days after the date Your life insurance ceased; or
2. \$10,000.

### Conditions for Conversion:

We must receive written application and the first premium for the individual life insurance policy within 31 days after insurance under the Policy ceases. No evidence of insurability will be required.

The individual policy will be a policy of whole life insurance. It will not contain disability benefits, Accidental Death & Dismemberment benefits or any other supplemental benefits.

The premium for the individual policy will be based on:

1. Our current rates based upon the attained age on Your nearest birthday; and
2. the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the first day following the 31 day period during which You could apply for conversion.

If You die during a period when You would have been entitled to have an individual policy issued and You die before such an individual policy became effective, We will pay the beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued as defined above, provided the death occurred during the 31 day period within which You could have made application.

If life insurance benefits are paid under the Policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

### Notice:

If the Policyholder fails to notify You at least 15 days prior to the date insurance under the Policy would cease, You shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the Policy. The additional election period shall expire 15 days immediately after the Policyholder gives You notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

## Portability

If Your Basic Life Insurance ceases under the Policy, You may continue Your coverage by porting to the Group Portable Insurance Trust Policy provided:

1. You were insured under the Policyholder's plan of insurance for at least 12 months; and
2. Your life insurance provided by other terms of the Policy has terminated due to termination of Your employment and prior to any termination of Your class of coverage; and
3. You are under 65 years old; and
4. You did not terminate employment due to a disability; and
5. You did not terminate employment due to retirement from the Policyholder; and
6. You are no longer in a class of insurance which is eligible for Basic life insurance.

The maximum amount of insurance available to port under this provision is 100% of the amount of Basic Life Insurance in effect on the date Your coverage ceases, less any amount converted under the Conversion of Life Insurance provision, to a maximum of \$35,000.

**Group Portable Insurance Trust Policy** means the trust policy under which the portable coverage is issued. Provisions of the Group Portable Insurance Trust Policy may differ from the provisions of the Policy.

**Retirement** means You begin receiving retirement benefits which You are eligible to receive as a result of employment with the Policyholder.

You must elect by written application to continue coverage under the Group Portable Insurance Trust Policy within the 31 day period immediately following the date on which Your insurance terminated. If Your premium and application are received by Us within this period, portable coverage will take effect on the 32nd day immediately following the date of termination.

The premiums for coverage continued under Portability will be based on Our current rates for Your age at the time You elect Portability. We may change premium rates for portable coverage at any time with 31 days written notice.

## CONTINUATION OF EMPLOYEE COVERAGE

If You are no longer Actively at Work as a result of disability, layoff, leave of absence or sabbatical leave, You may continue to be eligible for group insurance coverage, except Short-Term Disability coverage, as follows:

<b>Disability</b>	Until the end of the 12th month following the month in which You began disability, provided all premiums are paid when due.
<b>Layoff</b>	Until the end of the 1st month following the month during which the layoff began, provided all premiums are paid when due.
<b>Leave of Absence</b>	Until the end of the 1st month following the month in which a Leave of Absence, not in compliance with the Family and Medical Leave Act of 1993 began, provided all premiums are paid when due.

If, on the date of layoff or Leave of Absence, You are covered for Short-Term Disability benefits and are Totally Disabled, We will pay disability benefits up to the maximum benefit period as shown in the Schedule of Benefits. If, on the date of layoff or Leave of Absence, You are covered for Short-Term Disability benefits and are not Totally Disabled, coverage for disability benefits ends immediately.

**Sabbatical Leave** Until the end of the month following the 12th month in which the sabbatical began, provided all premiums are paid when due.

**Family Medical Leave of Absence (FMLA)** Until the end of a 12 week period, or longer if required by state law, following the date a Leave of Absence, in compliance with the Family and Medical Leave Act of 1993, began, provided all premiums are paid when due.

## TERMINATION PROVISIONS

### Termination of Employee Coverage

Insurance coverage will end for You on the earliest of:

1. the date You are no longer a member of a covered class; or
2. the date the Policy is canceled; or, if applicable, the date the Participating Employer's participation terminates; or
3. the effective date of an amendment to the Policy which terminates insurance for the class to which You belong; or
4. the date You stop making any required contribution toward payment of premiums; or
5. the date during which You are no longer Actively at Work (except in the case of disability, layoff or Leave of Absence as set forth in the Policy).



# GENERAL PROVISIONS

## Entire Contract

The Policy, the attached Policyholder Application, and the Enrollment Forms of the Insureds are considered to be the entire contract.

## Statements

We consider any statements made by the Policyholder or any Insured, in the absence of fraud, to be representations and not warranties. No such statement shall be used in defense to a claim under the Policy unless it is contained in a written application.

## Incontestability

We will not contest the validity of the Policy, except for nonpayment of premium, after it has been in force for two (2) years from its effective date. We will not contest the validity of Your insurance after Your insurance has been in force under the policy for two (2) years during Your lifetime.

## Misstatement of Age

If You have misstated Your age or the age of a Dependent, the true age will be used to determine:

1. the effective date or termination date of insurance; and
2. the amount of insurance; and
3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

## Appeals

If You are not satisfied with a benefit determination decision, You may file an appeal for reconsideration. To file an appeal, contact Consumers Life in writing within sixty (60) days of the date appearing on Consumers Life's notice to You of its benefit determination.

## Conformity with State Law

If any part of the Policy does not conform to a state statute in the state in which it is issued or delivered, it is hereby amended to conform with the minimum requirements of the statutes of that state.

## Payment of Interest

The interest payable for Life, Accidental Death, and Dependent Life insurance benefits shall be computed from the date of Your death to the date of the payment of the proceeds and shall be at whichever of the following rates is greater:

1. The annual short-term applicable federal rate for the purposes of section 1274(d) of the Internal Revenue Code as defined in section 5747.01 of the Ohio Revised Code in effect for the month in which You died; or
2. The current rate of interest on proceeds left on deposit with Us.

### **Assignment**

You may assign to anyone other than the Policyholder any incident of ownership You may possess. We are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

### **Retention of Discretion**

We shall have the exclusive right to interpret the terms of the Policy, the Certificate, the Schedule of Benefits, Riders and Endorsements. The decision about whether to pay any claim, in whole or in part, is within Our sole discretion, and such decisions shall be final and conclusive.

### **Physical Examination/Autopsy**

Upon receipt of a claim, We may examine You, at Our expense, at any reasonable time. We reserve the right to perform an autopsy, at Our expense, if it is not prohibited by any applicable local law(s).

### **Legal Action**

No action at law or in equity may begin prior to 60 days after We receive valid written Proof of loss. No such action may begin after 3 years from the day written Proof of loss was required.

