

# Life & Accident Insurance Options

- **Group Basic Term Life and Accidental Death & Dismemberment Insurance**
- **Group Supplemental Term Life and Accidental Death & Dismemberment Insurance**
- **Group Dependent Life Insurance**
- **Survivor Income Life Insurance**



**MESSA**®  
www.messa.org

Please note that this booklet details all of the following life insurance coverages:

- Group Basic Term Life and Accidental Death & Dismemberment
- Group Supplemental Term Life and Accidental Death & Dismemberment
- Group Dependent Life
- Survivor Income

To verify what plan(s) you are enrolled in, if any, refer to the “My Benefits” page located in the “Members” area of this Web site, contact your school business office or call MESSA’s Member Service Center at 800.336.0013.

## **Life and Accident Insurance**

Group Insurance for  
School Employees

## INTRODUCTION

This booklet will help you understand MESSA's Optional Life & Accident Insurance plans. We hope you find it useful and easy to understand.

If you have questions, please call any of the following nationwide toll-free numbers:

- MESSA Member Service Center 800.336.0013
- Field Services 800.292.4910  
For questions directed to your Field Representative

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**LIFE INSURANCE COMPANY OF NORTH AMERICA**

hereby certifies that members of

**MICHIGAN EDUCATION SPECIAL SERVICES ASSOCIATION**  
(Herein called the Policyholder)

who are insured under Group Policy Number FLI-980012 issued by Life Insurance Company of North America are, subject to the terms and conditions of said Policy, insured for the benefits described in the pages of the booklet.

This Certificate, which is furnished in accordance with, and subject to, the terms of the Group Policy, replaces any and all Certificates previously issued to you by the Insurance Company under the Group Policy specified above covering the insurance described herein. This is not the contract of insurance. Each policy and the application of the Policyholder for it constitute the entire contract. This Certificate is merely evidence of insurance provided under the Group Policy. The insurance is effective only after the person concerned is eligible for insurance and becomes and remains insured in accordance with the terms, provisions and conditions of the Group Policy.

## WHO IS ELIGIBLE FOR COVERAGE

The following individuals are eligible to become members of the Michigan Education Special Services Association (MESSA) and may apply for coverage:

- any active, associate, service associate, retiree, or student member of the Michigan Education Association (MEA) as defined in the MEA bylaws;
- any member of a bargaining unit in an educational agency in which a local association of MEA is the recognized bargaining agent and has negotiated MESSA benefits for its members;
- any administrator employed by an educational agency in which a local association of the MEA is a recognized bargaining agent and has negotiated MESSA benefits for its members;
- any retired member (retiree) eligible for benefits under Section 91 of The Public School Employees Retirement Act of 1979, being MCLA 38.1391, as amended;
- any other eligible individual as defined in the Michigan Education Special Services Association (MESSA) bylaws as constituted on May 20, 1988, as amended.

An application is required if you are:

- enrolling for the first time;
- changing coverages for yourself or your dependents;
- changing school districts; or
- covering dependent children, age 19 or older.

### Eligible Dependents

(Dependents may be enrolled in Dependent Life)

If you are covered, your eligible dependents include:

- your spouse;
- your unmarried children (including stepchildren, adopted children, and children for whom you are legal guardian; however, foster children are not included) until the end of the calendar year of their 19<sup>th</sup> birthday;
- your unmarried children beyond the end of the calendar year of their 19<sup>th</sup> birthday to the end of the calendar year of their 25<sup>th</sup> birthday who are dependent on you for a majority of their support (dependency for tax purposes, as defined by the IRS, is not required);
- your unmarried children beyond the end of the calendar year of their 25<sup>th</sup> birthday (if covered under these plans at the end of the calendar year of their 25<sup>th</sup> birthday) who are mentally retarded or physically handicapped, dependent upon you for a majority of their support and who are incapable of self-sustaining employment by reason of their mental retardation or physical handicap. (Under no circumstances will mental illness be considered a cause of incapacity nor will it be considered as a basis for continued coverage.) Please contact MESSA Membership to obtain the appropriate form to continue coverage;
- your unmarried children beyond the end of the calendar year of their 25<sup>th</sup> birthday (if covered under these plans at the end of the calendar year of their 25<sup>th</sup> birthday and continuously thereafter), who are full-time students and dependent on you for a majority of their support.

NOTE: Dependents are eligible for Dependent Life as soon as they are 14 days old.

IT IS YOUR RESPONSIBILITY TO NOTIFY MESSA AND YOUR EMPLOYER:

- of any change in your employment status;
- when you wish to add a spouse and/or dependent(s)
- of any change to a dependent's eligibility for coverage;
- when a spouse and/or dependent is no longer eligible as defined above.

## WHEN COVERAGE IS EFFECTIVE

The following information details the guidelines for your effective date of coverage:

### Employee

- If you are a new employee and enroll for coverage within 31 days following the date you became eligible, your coverage will be effective on the date you became eligible, if your coverage is approved. In either case this is the date approved by MESSA and verified by your employer. The date you became eligible will be the later of:
  - (1) your date of employment; or
  - (2) the day following completion of your employer's eligibility waiting period, if applicable.
- During open enrollment, the effective date of coverage for all new applications and coverage changes will be that date approved by MESSA and verified by your employer.
- If your application is submitted at any other time, your coverage will be effective on the first day of the month following approval of your application by MESSA.
- If you are absent from work because of injury or sickness on the date your coverage would otherwise become effective, your coverage will not become effective until the day you return to active work. To be considered actively at work for coverage purposes, you must be physically and mentally able to perform your normal duties for a regularly scheduled workday when you report to work.

### Dependents

- Each eligible dependent's coverage will be effective on the later of the date on which your coverage begins or the date he/she becomes an eligible dependent. Your application for dependent coverage must be submitted within 31 days of his/her date of eligibility. If your application for dependent coverage is submitted at any other time, coverage will be effective on the 1<sup>st</sup> day of the month following approval of your application by MESSA.
- If an eligible dependent is confined to a hospital or other medical facility on the date the dependent would normally become eligible for coverage, the dependent's coverage will not become effective until his/her discharge from the hospital or other medical facility, provided your coverage is in effect at that time.

## WHEN COVERAGE TERMINATES

**Termination of Employment:** Coverage will end on the last day of the month in which you terminate employment.

**Non-payment of Contributions:** Coverage will end on the last day of the month preceding the month for which the required contribution has not been received by MESSA.

**Termination of Employer's Participation:** Coverage will end on the last day of any month in which your employer ceases to participate under the Group Policy with the Insurance Company.

**Members No Longer Eligible:** Coverage will end on the last day of the month in which a member no longer meets the eligibility criteria described in "Who is Eligible for Coverage".

**Dependents No Longer Eligible:** Coverage will end on the date a dependent no longer meets the eligibility criteria described in "Who is Eligible for Coverage".

**Termination of the Group Policy:** Coverage will end on the date the Group Policy terminates.

**NOTE:** If you cease active work or leave school employment, contact MESSA Membership to determine what arrangements, if any, may be made to continue coverage. Also, see "Continuation of Life Insurance Coverage" and specific plan descriptions.

**Additional Provision for Supplemental Term Life and Dependent Life:** Insurance terminates the first day of the month in which you become age 65; except, for a person over age 65 and actively school employed, insurance terminates upon cessation of active school employment.

## GENERAL PROVISIONS

### **Time Limit on Certain Defenses**

A claim will not be denied nor will the validity of coverage be contested because of any statement about insurability made by you while eligible for coverage under the policy, if:

- the insurance has been in force for at least two years before any such contest; and
- the person about whom such statement was made was alive during those two years.

### **Release of Information**

Each person covered under these plans authorizes Physicians, Hospitals and other providers of service to furnish to MESSA and the Insurance Company, upon their request, information about treatment which the covered person may have received. Physicians, Hospitals and other providers of services are authorized to permit MESSA and the Insurance Company to examine their records about the services and to submit to MESSA and the Insurance Company reports of the services in the detail MESSA and the Insurance Company request. All information related to treatment of the covered person will remain confidential except when used to determine rights and liabilities arising under these plans.

### **How to Appeal a Claim Denial**

If you do not agree with a claim denial, you may request that a review be made of your claim. You should submit a written request for review of your claim within sixty days after receiving a notice of denial. Your request should be addressed to MESSA Benefits Administration.

You may submit additional information with your request for review. You may request and receive copies of pertinent documents, although in some cases, authorization may be needed for the release of confidential information, such as medical records. You should submit the facts and any supporting comments in writing.

A decision will be made by MESSA and the Insurance Company within 60 days following MESSA's receipt of request for review or the date all information required of you is furnished, whichever date is later. The decision will be in writing and will specify the reasons for the final decision.

### **Contest**

No action or suit at law may be commenced upon or under this plan until 30 days after notice has been given by the member and/or covered dependent to MESSA and the Insurance Company that the reconsidered decision of MESSA and the Insurance Company under their claim review procedure is unacceptable, nor may such action be brought at all later than 3 years after such claim has arisen.

### **Right of Recovery**

If an overpayment is made due to any reason, including but not limited to a payment under any Workers' Disability or Occupational Disease Act or Law, Social Security Award, benefits under another disability plan, clerical error, misstatement of age or misstatement of salary, MESSA and the Insurance Company shall have the right to recover such overpayments from the covered member or beneficiary, or to deduct such overpayment from future benefits.

If there is a recovery by you, whether by judgment, settlement, retroactive award or otherwise, you shall reimburse MESSA and the Insurance Company to the extent of the total amount of such benefits paid under this plan, and applicable interest. However, the reimbursement shall not exceed the proceeds of any such recovery after the deduction of reasonable and necessary expenditures, including attorney's fees, incurred in effecting such recovery.

NOTE: If a voluntary pay compromise, redemption, withdrawal of a petition for mediation or hearing, or any other type of settlement is made without our approval, e.g., for a work related claim or retirement settlement, we will subtract an estimated disability compensation award as long as you continue to be eligible for disability benefits.



## **GENERAL PROVISIONS (Continued)**

If you or any one of your dependents incur expenses on account of bodily injury or sickness, caused or alleged to have been caused by negligence, wrong or act of a third party and benefits are payable under this plan, you will receive the benefits. However, if there is recovery by you or any one of your dependents or a personal representative from the third party, or his/her personal representative, whether by voluntary payment, judgment, settlement or otherwise, on account of such bodily injury or sickness, you, your personal representative, dependents or his/her personal representative shall reimburse MESSA and the Insurance Company to the extent of the total amount of such benefits paid under this plan, and applicable interest. However, the reimbursement shall not exceed the proceeds of any such recovery after the deduction of reasonable and necessary expenditures, including attorney's fees, incurred in effecting such recovery.

You will reimburse us on all money you, your dependents, beneficiaries or personal representatives receive.

You grant us the right to intervene in your lawsuit for the purpose of enforcing our lien.

You agree to inform us when you hire an attorney to represent you, and to inform your attorney of our rights under this plan.

You agree not to reach any settlement or take any action which would prejudice our rights and interests.

You are required to do whatever is necessary to help us enforce our right of recovery.

NOTE: If you refuse or fail to cooperate with us under this section, we may hold you liable for the amount of benefits we have paid and any legal fees and expenses we incur in obtaining reimbursement.

### **Medical Examination**

MESSA, at its own expense, shall have the right and opportunity to have an individual examined by a Physician of its choice as often as it may reasonably require.

### **Definition of Physician**

A "Physician" is a doctor of medicine (MD) or osteopathy (DO) legally qualified and licensed to practice medicine and perform surgery at the time and place services are performed. An optometrist, dentist, midwife, podiatrist, or a doctor of chiropractic who is legally qualified and licensed to practice at the time and place services are performed is deemed to be a Physician to the extent that the doctor renders services which he/she is legally qualified to perform.

A "Physician" is also a person who is licensed under Act 368 Public Acts of Michigan 1978, as a fully licensed psychologist at the time services are performed. In a state where there are no certification or licensure requirements, a psychologist is one who is recognized as such by the appropriate professional society at the time and place services are performed.

### **Definition of a Hospital**

"Hospital" is a facility which, in return for compensation from its patients, provides diagnostic and therapeutic services on a continuous inpatient basis for the surgical, medical or psychiatric diagnosis, treatment, and care of injured or acutely sick persons. The services are provided by or under the supervision of a professional staff of licensed Physicians and surgeons. A Hospital continuously provides 24-hour-a-day nursing service by registered nurses. A Hospital is not, other than incidentally, a place for custodial, convalescent, pulmonary tuberculosis, rest or domiciliary care; an institution for exceptional children; an institution for the treatment of the aged or substance abusers; or a skilled nursing facility or other nursing facility. A Hospital must meet all applicable local and state licensure and certification requirements and be accredited as a hospital by state or national medical or hospital authorities or associations.

**GROUP BASIC TERM LIFE AND ACCIDENTAL  
DEATH AND DISMEMBERMENT INSURANCE**  
(coverage for the member only, not spouse or dependents)

Life Insurance ..... \$5,000  
Accidental Death and Dismemberment Insurance (AD&D) ..... \$5,000

**DEATH BENEFIT**

Benefits are payable upon the member's death to the member's beneficiary in a single sum, or if you desire, in installments.

NOTE: If you have a MESSA health care plan this Basic Term Life and AD&D plan is included in that plan.

**WHEN YOU LEAVE ACTIVE SCHOOL EMPLOYMENT**

When a person leaves active school employment, Life Insurance and Accidental Death and Dismemberment Insurance may be continued by the person making the required contributions for the cost of such insurance. However, Accidental Death and Dismemberment Insurance terminates when employment terminates or upon attainment of age 65, whichever happens last.

**GROUP SUPPLEMENTAL TERM LIFE AND ACCIDENTAL  
DEATH AND DISMEMBERMENT INSURANCE  
(coverage for the member only, not spouse or dependents)**

Life and Accidental Death and Dismemberment Insurance will be the amount you elect to enroll for as determined in the following table, provided you submit satisfactory evidence of insurability:

	<b>Life Insurance*</b>		<b>Accidental Death and Dismemberment Insurance*</b>
You may select:	a. \$10,000	and	\$10,000
or	b. \$20,000	and	\$20,000
or	c. \$30,000	and	\$30,000
or	d. \$40,000	and	\$40,000

\*Insurance ends the first day of the calendar month in which you become age 65. However, for a person over age 65 and actively school employed, insurance ends upon cessation of active school employment.

**DEATH BENEFIT**

Benefits are payable upon your death to your beneficiary.

**AGE ADJUSTMENTS**

There shall be an adjustment of the contribution for the cost of the insurance or the amount of insurance payable in the event of a misstatement of the age of a member.

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**How Death Benefits Are Paid**

If you die while covered under the life insurance plan, the Insurance Company will pay your beneficiary the face amount of the Policy. You may choose to have the benefit paid in a lump sum or in installments. Contact MESSA Membership for the appropriate forms.

After your death, your beneficiary may choose the method of payment (if you have not already done so). Your beneficiary may name a person to receive the benefit amount in the event that your beneficiary died before payment was made. Otherwise, the benefit will be paid to your beneficiary's estate.

**ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFITS**  
**(coverage for the member only, not spouse or dependents)**

**What is Covered**

If, while you are covered, you suffer an injury and experience a loss, the Insurance Company will pay you according to the schedule listed under “How AD&D Benefits are Paid.”

In order to receive an AD&D benefit, the loss must:

- be caused exclusively by external and accidental means;
- be the direct result of the injury, independent of all other causes; and
- occur within 180 days from the date of the injury.

All benefits other than loss of life will be paid to you. If you die, the benefits will be paid to your beneficiary.

**How AD&D Benefits are Paid**

**For the Loss Of:**

- Life
- Both hands or both feet
- Sight in both eyes
- Any two or more:
  - one foot
  - one hand
  - sight in one eye

**You Receive:**

100% OF AD&D BENEFIT

**For the Loss Of:**

- One hand, or
- One foot, or
- Sight in one eye, or
- Speech, or
- Hearing

**You Receive:**

50% OF AD&D BENEFIT

**For the Loss Of:**

- Thumb and index finger of the same hand

**You Receive:**

25% OF AD&D BENEFIT

The following defines what is considered a loss:

	Definition:
Loss of hand or foot	Loss by cutting off at or above the wrist or ankle joint
Loss of sight, speech or hearing	Total loss that cannot be recovered
Loss of thumb and index finger	Loss by cutting off at the proximal phalangeal joint

**When You Suffer More Than One Loss**

If you have more than one loss due to one accident, you will receive payment only for the loss with the largest benefit amount. You will only be paid for the loss resulting from the accident in question, regardless of any previous loss.

**Losses Not Covered**

No benefits will be paid for losses resulting from, or caused directly or indirectly by:

- bodily or mental infirmity;
- disease or illness of any kind;
- self-destruction or intentionally self-inflicted injury;
- taking part in an insurrection or riot; war or act of war; service in any military or naval organization, unless the injuries are sustained while off-duty; or
- taking part in, or as a result of taking part in, a felony.

## CONTINUATION OF LIFE INSURANCE COVERAGE

### **While Disabled**

If you become totally disabled by injury or disease and you are not able to perform any work for pay or gain, your group life insurance coverage will continue for one year from the date the total disability is approved by the Insurance Company. You will continue to be covered for a benefit equal to the benefits under which you were covered on the date you became totally disabled.

To be eligible for this extended coverage:

- (1) you must be under 65 years old when you become disabled; and
- (2) you must remain totally disabled during the year-long period.

NOTE: If you remain totally disabled, you will no longer have to pay for the benefit and your coverage will continue.

Your contributions will be waived on the date that the Insurance Company receives satisfactory proof of your disability - but no earlier than six months after the onset of the disability. If you remain disabled after the first year of continued benefits, your coverage will continue without any contributions from you as long as you provide the Insurance Company with proof of the disability annually, within the three month period prior to the anniversary of the date the total disability was approved.

If you do any work for pay or gain, you are no longer considered totally disabled.

If you converted to an individual life insurance policy while you were disabled, you must return the individual policy to the Insurance Company with your first proof of total disability. The Insurance Company will refund any contributions you made for the individual policy.

The Insurance Company maintains the right to have its medical representative examine you to verify the disability, but will not do so more than once a year after your extended coverage has continued for more than two years. There is no cost to you for medical exams requested by the Insurance Company.

### **If You Die While Disabled**

If you die while you are still disabled, your beneficiary will receive the life insurance benefit as soon as proof of your continued disability is received by the Insurance Company.

If you die after you have converted your policy, any amount paid under the individual policy will be deducted from the amount due under the group life insurance policy and any contributions to the individual policy will be refunded to your beneficiary when the policy is returned.

### **When Your Extended Coverage Ends**

Your extended coverage will end if you:

- cease to be totally disabled;
- fail to give required proof of your disability; or
- fail to submit to a medical exam.

### **Conversion Privilege for Life Insurance**

You may apply for a conversion policy of life insurance if your coverage ends for any reason except nonpayment of premium. The individual policy amount must be no greater than the amount for which you were last enrolled as an active Employee less any amount for which you become eligible under another group insurance policy within 31 days after coverage under the group policy ends. You may only convert to a whole life policy with no extra benefits for accidental death, disability or other supplemental benefits.

## **CONTINUATION OF LIFE INSURANCE COVERAGE (Continued)**

If your coverage ends because the group policy is terminated or amended to terminate your class of Employees, coverage cannot be converted unless you have been covered under the group policy continuously for at least five years. The amount of coverage that can be converted equals the lesser of: (a) the amount of coverage you had under the group policy reduced by any amount for which you become eligible under another group insurance policy within 31 days after your coverage ends; and (b) \$2,000.

You must apply for conversion insurance within 62 days after coverage under the group policy terminates, by submitting an application and paying the required premium. Evidence of good health is not required. Premium for the conversion insurance will be based on your age and class of risk and the type and amount of coverage applied for.

Conversion insurance will become effective on the 62<sup>nd</sup> day after the date coverage under the group policy ends. If you die during the 62-day conversion period, the death benefit will be paid as a claim under the group policy whether or not you applied for conversion insurance. A conversion policy issued to you will be in exchange for any benefits payable for that amount of life insurance under the group policy.

### **Extension of Conversion Period**

The conversion period will be extended if you are eligible for conversion insurance and are not notified of this right at least 15 days before the end of the 62-day conversion period. You will have an additional 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this provision, means written notice presented to you by your Employer or mailed to your last address as reported by your Employer.

No death benefit will be paid if you die during the extended conversion period but more than 62 days after your coverage under the group policy terminates unless the Insurance Company has received your application for conversion insurance and the required first premium.

As an option to converting, you may continue your group life insurance on a direct payment basis by paying the required contribution for the cost of this insurance.

Contact MESSA Membership for additional information.

## GROUP DEPENDENT LIFE INSURANCE

The benefits are:

For the insured spouse .....\$2,000

For each insured dependent child .....\$2,000

### BENEFITS PAYABLE

Benefits are payable to you upon the death of your insured spouse and/or child(ren). If you are not living at that time, payment will be made upon the death of:

- your spouse to your spouse's executors or administrators;
- your children in the following order:
  - a) to the child's surviving parent;
  - b) to the child's surviving brothers and sisters;
  - c) to the child's executors or administrators.

No payment shall be made at the date of a dependent's death if that dependent is no longer eligible.

### EXTENDED PROTECTION

If your policy has terminated, your dependent life insurance protection may be extended as follows:

1. If a dependent's insurance is terminated due to your death and the dependent dies within a period of six months following your death; or
2. If a dependent's insurance is terminated due to the termination of your employment in the class of Employees insured under the Group Policy and the dependent dies within 31 days following such termination of employment.

Proof of the dependent's death must be received within one year after its occurrence.

If your spouse loses his/her dependent life insurance coverage for any reason, he/she may, within 62 days, convert that dependent life to an individual policy without a medical examination. The amount your spouse may convert shall be the amount for which his/her life was last insured under the Group Policy. **THIS PRIVILEGE OF CONVERSION IS AVAILABLE TO YOUR SPOUSE ONLY.**

If your spouse dies after conversion to an individual policy:

1. Any amount paid under the individual policy will be deducted from the amount due under this Group Policy; and
2. Any contributions paid under the individual policy will be refunded to the beneficiary when the individual policy is returned.

If your spouse dies after having applied to convert his/her group life insurance to an individual insurance policy, the beneficiary named in the individual policy (or in the application for it) will receive any benefits payable under the group insurance policy.

## GENERAL LIFE AND AD&D PROVISIONS

The following will explain the life and AD&D benefits available to you under your plan.

### **Beneficiary**

The beneficiary for your life and AD&D insurance for loss of life will be the person you name as shown in the records kept on the group insurance policy. If there is no named beneficiary living at your death, a lump sum will be paid to the first surviving class that follows:

- spouse;
- children;
- parents; or
- brothers and sisters.

If none survives, the benefit will be paid to your estate in a lump sum.

If the beneficiary is a minor with no legal guardian, the minor's share may be paid to the adult (or adults) who, in the Insurance Company's opinion, has assumed custody and support of the minor. Payment may be made at a rate of up to \$50 a month.

If you die after having applied to convert your group life insurance to an individual insurance policy, the beneficiary named in the individual policy (or in the application for it) will receive any benefits payable under the group insurance policy.

### **Change of Beneficiary**

You may change your beneficiary at any time. You do not need the consent of the beneficiary to make such change.

### **Assignment of Life Insurance**

There is only one assignment of your life insurance that is valid. The assignment which:

- states that it is without consideration;
- is made to a named beneficiary;
- is in writing; and
- is accepted by the Insurance Company.

The assignment may be made without the consent of the beneficiary.

Once an assignment is accepted and while it remains in force, the assignee:

1. can exercise any of the rights and privileges under the Group Policy granted to you (including but not limited to, the conversion privilege); and
2. becomes entitled to receive all claim payments under the insurance assigned if no beneficiary is named by the assignee.

Acceptance of an assignment by the Insurance Company shall be without further liability as to any action or any payment or other settlement made by the Insurance Company before such acceptance.

### **Assigning of Accidental Death & Dismemberment Insurance**

No assignment by you of your accidental death and dismemberment (AD&D) insurance is valid.



## HOW TO FILE A CLAIM

### Life and AD&D Claims

Contact MESSA Membership for the forms necessary to file any life insurance claim and/or an AD&D claim under this policy.

### Information Pertinent to AD&D Claims:

**Filing Deadline:** Written notice of the event upon which the claim is based must be given:

- within 20 days after the loss covered by the policy occurs or begins, or as soon after that time as is reasonably possible.

**Notice:** Notice must be given by, or on behalf of, the claimant to:

- the Insurance Company;
- MESSA; or
- any other authorized representative of the Insurance Company.

The notice must include sufficient information to identify you.

**Claim Forms:** On receipt of a notice of a claim, the Insurance Company or MESSA will give the claimant forms for filing proof of loss. If such forms have not been furnished within 15 days after giving notice, the claimant can provide written proof of:

- the occurrence of the loss;
- the nature of the loss; and
- the extent of the loss.

**Proof Of Loss:** Written proof of the loss must be given to the Insurance Company within 90 days after:

- the date of the loss; or
- the end of the period for which the Insurance Company is liable.

Late proof will be accepted only if it is furnished as soon as is reasonably possible. In no event, except in the absence of your legal capacity, will proof be accepted later than one year from the time proof would otherwise have been required. Medical records may be required as proof of loss.

**Time Of Payment Of Claims:** Benefits are payable upon receipt of due proof of loss.

**Payment Of Claims:** Benefits for loss of life will be paid to the beneficiary named by you, if any, under the terms of the policy in effect at the time payment is made.

Any part of the benefit for which there is no such beneficiary or terms in effect will be paid to your estate.

Accidental Dismemberment benefits will be payable to you.

If any benefit of the policy is payable to your estate, to you or your beneficiary while a minor, or to you or your beneficiary while not competent to give a valid release, the Insurance Company may pay such benefit, up to \$1,000, to anyone related by blood or marriage to you or the beneficiary, and deemed by the Insurance Company to be justly entitled. Any such payment made in good faith will discharge the Insurance Company to the extent of such payment.

**Physical Examination And Autopsy:** At its own expense, the Insurance Company has the right to have a doctor examine any person when it deems it reasonably necessary and there is a claim pending under the policy. The Insurance Company also has the right to make an autopsy in the case of death unless forbidden by law.

Contact MESSA Membership with any Life and/or AD&D claim questions you may have.

## **SURVIVOR INCOME BENEFITS**

### **SCHEDULE OF BENEFITS**

Monthly Spouse Benefit.....	\$400
Monthly Child(ren) Benefit.....	\$200
Monthly Contingent Benefit.....	\$200

### **DEATH BENEFIT**

If you die while insured for these benefits and you are survived by a Qualified Family Member, benefits are payable as follows.

### **QUALIFIED FAMILY MEMBER**

A person becomes a Qualified Family Member when he or she meets the following requirements:

- (a) Your spouse under age sixty-five or such lower age at which unreduced widow's or widower's insurance benefit could become payable under the Federal Social Security Act. Your spouse must have been married to you immediately preceding your death.
  
- (b) Each of your single children who is under twenty-five (25) years of age. The term "children" also includes stepchildren and shall not include any child of a previous marriage, who immediately prior to your death, was not in your custody and was not dependent on you for support and maintenance.

If you are not actively at work on the day your spouse or child would become a Qualified Family Member, that spouse or child will not become a Qualified Family Member until you return to active work. (This does not apply to a child when another child is a Qualified Family Member or to your child born after you die.)

### **MONTHLY SPOUSE BENEFIT**

Your surviving spouse, if a Qualified Family Member on the date you die, will be paid the monthly benefit shown in the Schedule of Benefits. Benefits will begin as of the date you die and will be paid monthly thereafter. These payments will cease with the last payment before the date that the survivor remarries or dies, whichever comes first.

### **MONTHLY ADDITIONAL CHILD BENEFIT**

An additional child benefit will be paid monthly to your surviving spouse if any of your children is a Qualified Family Member on the date you die, or is born after that date. Such child must be in the custody of the spouse or dependent on the spouse for support. The amount of this monthly benefit is shown in the Schedule of Benefits. Only one such benefit is payable, regardless of the number of children.

The monthly additional child benefit payments will cease with the last payment before the first of these dates to occur:

- (a) the date the spouse benefit ends;
- (b) the date no child is any longer a Qualified Family Member;
- (c) the date no child is any longer in the custody of, or dependent on the spouse for support; or
- (d) the date of the last such child's death.

### **MONTHLY CONTINGENT BENEFIT**

If the spouse benefit is not payable due to the surviving spouse's remarriage or death, or if the surviving child(ren) is no longer in the custody of or dependent upon the surviving spouse for support and maintenance, a monthly contingent benefit will be paid as shown in the Schedule of Benefits. It will be paid in equal shares to your children who were Qualified Family Members on the date you died or were born after that date. The share of a child will cease with the last payment made before the date that the child is no longer a Qualified Family Member.

## **SURVIVOR INCOME BENEFITS (Continued)**

### **PROTECTION AFTER TERMINATION**

- (a) If you are insured for Survivor Income Benefits on the day before you can convert your Group Life Insurance, then the amount of insurance you can convert will include the lump sum value of the survivor benefits on that day. This value will be based on your then attained age, the current interest rate and other sound actuarial assumptions, as determined by the Insurance Company.
- (b) If you die in the sixty-two day period in which you can convert your Group Life Insurance, the Survivor Income Benefits in force on that day before the sixty-two day period will be paid. The total amount of such payments will not be more than the difference between:
  - (1) the highest amount you could have converted as determined in (a) above; and
  - (2) the highest amount you could have converted if there were no Survivor Income Benefits.
- (c) If you die after your Group Life Insurance ends and while you are entitled to a benefit described in “Protection While Disabled” on the “Employee Life Benefits” page, the Survivor Income Benefits in force on the date your Life insurance ended will be paid. No benefits will be paid to a person who was not a Qualified Family Member on the date your insurance ended. Also, no benefits will be paid under this part (c) if any benefits are payable under part (b) above.

### **RIGHT TO REQUIRE PROOF**

The Insurance Company may require proof of the age, family status or dependency of your eligible survivors. It may also require proof of any other facts relating to any person’s qualifications to receive Survivor Income Benefits. All such proof must be satisfactory to the Insurance Company.

**UNDERWRITTEN BY:  
LIFE INSURANCE COMPANY OF NORTH AMERICA  
a CIGNA company**

11/2007



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