

Case Western Reserve University

Group Number 227922

Class 1 - All Benefit Eligible Faculty and Senior Staff who work at least 18.75 hours per week for non-exempt employees or 20 hours per week for exempt Employees for the employer on a regular basis and Faculty and Senior Staff Employees who are on an approved Sabbatical Leave as defined by Case Western Reserve Faculty handbook, and those Faculty and Senior Staff Employees who are on Convenience or other leaves of absence as approved by the employer as outlined in the Employee Handbook (Policy No. IV-11) which does not exceed a period of 12 weeks, and who retains benefit eligibility (CWRU Benefit Category 0 & 1)

Consumers Life Insurance Company

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

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SCHEDULE OF BENEFITS

Policyholder:	Case Western Reserve University
Policy Number:	227922
Eligibility: Class (if Applicable):	1 - All Benefit Eligible Faculty and Senior Staff who work at least 18.75 hours per week for non-exempt employees or 20 hours per week for exempt Employees for the employer on a regular basis and Faculty and Senior Staff Employees who are on an approved Sabbatical Leave as defined by Case Western Reserve Faculty handbook, and those Faculty and Senior Staff Employees who are on Convenience or other leaves of absence as approved by the employer as outlined in the Employee Handbook (Policy No. IV-11) which does not exceed a period of 12 weeks, and who retains benefit eligibility (CWRU Benefit Category 0 & 1)
Group Term Life Insurance	
Employee Basic Life Benefit Amount:	\$20,000
Employee Supplemental Life Benefit Amount:	\$50,000 or 1.0, 1.5, 2.0, 2.5 or 3.0 times Base Annual Salary minus the Basic benefit in-force to a maximum of \$480,000. Benefits round to next higher multiple of \$1,000
Non-Medical Maximum Benefit Limit:	
Employee Basic Life:	\$20,000
Employee Supplemental Life:	\$480,000
Accelerated Death Benefit:	
Benefit:	Refer to Accelerated Death Benefit
Accidental Death & Dismemberment (AD&D):	
Employee Basic AD&D Benefit Principal Sum:	\$20,000
Employee Supplemental AD&D Principal Sum:	\$50,000 or 1.0, 1.5, 2.0, 2.5 or 3.0 times Base Annual Salary minus the Basic benefit in-force to a maximum of \$480,000. Benefits round to next higher multiple of \$1,000
Dependent Life Insurance	
Option 1:	
Dependent Spouse or Domestic Partner Benefit Amoun	t: \$5,000
Dependent Child(ren) Coverage:	
Birth to age 26 years	\$1,000
Option 2:	
Dependent Spouse or Domestic Partner Benefit Amoun	t: \$10,000
Dependent Child(ren) Coverage:	
Birth to age 26 years	\$2,000

- Dependent Education Benefit
- Common Carrier Benefit
- Exposure and Disappearance Benefit
- Coma Benefit

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

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 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 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 w

- 5. who are not related by blood to a degree of closeness which would prohibit legal marriage in the State in which the partners legally reside; and
- 6. who have agreed to be jointly responsible for each other's welfare, financial obligations, and basic living expenses, including food, shelter and health care expenses; and
- 7. who are not married, who are not currently involved in any other domestic partnership, and who have not been involved in any other domestic partnership or marriage for the last twelve (12) months, unless that partnership or marriage ended because of death.

Employee means an Actively at Work full-time or part-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.

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Proof means evidence satisfactory to Us that the terms and provisions of the Policy ha

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 f

- 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 co1 0 0 1 176.624t on t1 0 0 1 45 T4v

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 ha

Conversion of Life Insurance

Conversion if Eligibility

1. You w

If continuation of life insurance under the Waiver of Premium provision ceases, and You are no longer employed by the Policyholder, You may apply for an individual life insurance policy in accordance with the Conversion of Life Insurance provision of the Policy.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

THIS BENEFIT ONLY APPLIES TO YOU IF IT IS SHOWN ON YOUR SCHEDULE OF BENEFITS, YOU HAVE ELECTED ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM42748.8 17568.42702.6 1568.5 T6.6 Ihf5 T6.6 9.6 m568.0

Seat Belt Benefit

We will pay an additional benefit, the Seat Belt Benefit, equal to 100% of the Insured's Principal Sum or \$25,000, whichever is less, if the Principal Sum under the Accidental Death & Dismemberment Benefit is payable for loss of Your 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;
- 2. the Seat Belt was in actual use and properly fastened at the time of the Accident; and
- 3. the position of the Seat Belt is certified in the official repor

To be eligible for this Child Care Benefit, the Dependent Child must be under age 13 and be enrolled in a Legally Licensed Child Care Center on the date of the Accident or subsequently enrolled in a Legally Licensed Child Care Center within 365 calendar days after the date of the claim is approved.

The Child Care Benefit is payable in annual installments until the earliest to occur of:

- 1. five years from the date of Your death; or
- 2. the date no Dependent qualifies as a Dependent Child; or
- 3. the date that satisfactory Proof of Dependent eligibility status is not provided to Us within 30 days of a request for it; or
- 4. discontinuance of the Policy.

The first Child Care Benefit will be paid when:

- 1. Your Principal Sum becomes payable; and
- 2. We receive written Proof that the Dependent Child is enrolled in a Legally Licensed Child Care Center.

The Child Care Benefit will be payable to the guardian of the estate of the minor; or to the custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

Claim Forms

When We receive written notice of a claim, We will send the claimant forms with which to file Proof of loss. If these forms are not given to the claimant within 15 days, He will be excused from filing the forms provided He sends Us written Proof of loss detailing the occurrence, the character and extent of the loss for which claim is made.

Proof of Loss

We must receive written Proof of loss within 90 days after the date of the loss for which claim was made. If it can be shown that it was not reasonably possible to furnish such Proof and that such Proof was furnished as soon as reasonably possible, failure to furnish Proof of loss within 90 days will not invalidate or reduce any claim. However, except in the absence of legal capacity, Proof of loss must be furnished no later than one (1) year from the date such Proof is required.

For the Education Benefit, Proof of loss must:

- 1. Include Proof of Student status; and
- 2. Be submitted no later than two months after completion of course work for that par

DEPENDENT GROUP LIFE INSURANCE BENEFIT

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

Benefit

We will pay You the amount of insurance as shown in the Schedule of Benefits on the life of Your Dependent(s) while Your insurance is in force. Payment will be in one lump sum.

If You are not living at the time Dependent life insurance benefits become payable, We will pay the benefit:

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

Eligibility

If You are insured for life insurance under the Policy and belong to a class listed on the Application as eligible for Dependent life insurance benefits You are eligible to enroll for this benefit. If You are enrolled for Dependent coverage and subsequently acquire a new Dependent, that Dependent will automatically be covered.

A person cannot be insured as an Employee and also as a Dependent under the Policy. If both the husband and the wife are eligible Employees, they must each enroll as an Employee. If both husband and wife are co

Evidence of Insurability/Deferred Effective Date

- 1. Our current rates based upon the applicant's attained age on His nearest birthday; and
- 2. on the amount of the individual policy.

If the Dependent applies for an individual policy, the coverage under the individual policy will be effective on the day following the 31 day period during which He could apply for conversion.

If the Dependent dies during a period when He would have been entitled to have an individual policy issued to Him and if He dies before such an individual policy became effective, We will pay the greatest amount of group term life insurance for which an individual policy could have been issued, provided the death occurred during the 31 day period during which He could have made application.

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

Portability of the Supplemental Life Insurance for Spouse, Domestic Partner and Dependent Child

If Your Supplemental Life Insurance for Your Spouse, Domestic P

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:

Until the end of the 12th month following the month in which You began disability

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).

Termination of Dependent Coverage

Dependent insurance coverage will end 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 Participating Employer's participation terminates; or
- 3. the effective date of an amendment to the Policy which terminates this benefit; or
- 4. the date You stop making any required contribution toward payment of premiums; or
- 5. the date You are no longer Actively at Work (except in the case of disability, layoff or Leave of Absence as set in the Policy); or
- 6. the effective date of an amendment to the Policy which terminates insurance for the class to which You belong; or
- 7. the date a Dependent Child or spouse is no longer eligible for coverage as defined in the Policy.

GENERAL PROVISIONS

Entire Contract

The Policy

- 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.