Group Benefits

Community College of Philadelphia

Life Retired Administrator or Confidential member

CERTIFICATE OF GROUP INSURANCE

Union Security Insurance Company certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Schedule. This Certificate is subject to the provisions of the below numbered *policy* issued by Union Security Insurance Company to the *policyholder*.

Policyholder: Pennsylvania School Board Association Insurance Trust

Participating Employer: Community College of Philadelphia

Group Policy Number: 16555

Participation Number: 448

Type of Coverage:

Group Term Life Insurance

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.

Tammy L. Schultz

President and Chief Executive Officer

SCHEDULE

Eligible Persons

To be eligible for insurance, a person must be a member of an Eligible Class. The person must also complete a period of continuous service (Service Requirement) with the *participating employer* (or any *associated company*).

Eligible Class: Each retired Administrator or Confidential member of the *participating employer* or an *associated company,* except any temporary or seasonal worker.

Associated Companies: None

Service Requirement: None

Entry Date

Insurance will take effect on the later of (i) the date shown below, and (ii) the first of the month occurring on or after the day all the eligibility requirements are met.

Effective Date of Insurance

March 1, 2017 (subject to Entry Date)

Life Insurance for You

- 1. If you have not reached age 65, your amount of insurance will be 250% of your *annual pay* on the day immediately preceding retirement, subject to a maximum amount of insurance of \$600,000*. This will include any regular increase scheduled for June 30th.
- 2. If you have reached age 65, your coverage will terminate on the June 30th occurring on or after the date you attain age 65.

Annual pay means your basic yearly pay from the *participating employer* or an *associated company*, and is computed on a yearly basis. Bonuses, overtime, commissions, and other compensation not considered by us as basic wages or salary are not included.

If you are an hourly employee, *annual pay* will be based on your hourly rate of pay, but not on more than 40 hours per week.

* The amount of insurance will be rounded to the next higher multiple of \$1,000, if not already an exact multiple. Any reduction will be subject to the other provisions of the *policy* and will also apply if the *covered person's* insurance is continued during *disability*.

Amount of Accelerated Benefit

With the written consent of the *beneficiary(ies)*, you may choose an amount of *accelerated benefit* up to 80% of your *life insurance*. Without the written consent of the *beneficiary(ies)*, you may choose an amount of *accelerated benefit* up to 50% of your *life insurance*. The amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple. The minimum amount you may choose is 25% of your *life insurance*. However, the amount may never be less than \$5,000 or more than \$250,000.

Change Date: For changes in class, the Change Date will be the date of the change. For changes in pay, the Change Date will be the policy anniversary occurring on or after the date of the change.

Survivor Financial Counseling Service

You or your *beneficiary* may be eligible for a survivor financial counseling service through a third-party vendor if, at the time of the claim, we have a contract in effect with a financial counseling provider, and if:

- your *beneficiary* is eligible for a *life insurance* benefit of at least \$50,000; or
- you apply and qualify for an accelerated benefit of at least \$50,000.

NON-INSURANCE BENEFITS AND SERVICES

You are eligible for benefits and services provided by third-party vendors as described below. A third-party vendor is an entity with whom we contract to provide non-insurance benefits and services.

Will Preparation Services

As a *covered person*, you are entitled to will preparation services as an included benefit. The included benefit is provided through a third-party vendor and is not an insured benefit provided by us. The included benefit is available to you and your dependent(s) as defined by the third-party vendor. You must remain insured under this *policy* in order to qualify for the included benefit.

The included benefit may not be available if prohibited by law. The third-party vendor providing the service is solely responsible for providing and administering the included benefit. We are not liable for the third-party vendor's failure to provide or its negligence in providing the included benefit. The included benefit is only available while we have a contract in effect with a third-party vendor to provide the included benefit.

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GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns "we", "us", "our", "you", and "your" are not *italicized*.

Active work means the expenditure of time and energy for the *participating employer* or an *associated company* at your usual place of business on a *full-time* basis. Active work does not apply to any retired person covered under the *policy*.

Associated company means any company shown in the *policy* which is owned by or affiliated with the *policyholder* or a *participating employer*.

Contributory means you pay part of the premium.

Covered person means an eligible employee or member of a *participating employer* or an *associated company* who has become insured for a coverage.

Doctor means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. Also, a person whom we are required to recognize as a *doctor* by the laws or regulations of the governing jurisdiction, or a person who is legally licensed to practice psychiatry, psychology or psychotherapy and whose primary work activities involve the care of patients, is a *doctor*. However, neither you nor a *family member* will be considered a *doctor*.

Eligible class means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

Family member means a person who is a parent, spouse, child, sibling, domestic partner, grandparent or grandchild of the *covered person*.

Full-time means working at least 30 hours per week, unless indicated otherwise in the policy.

Home office means our office in Kansas City, Missouri.

Injury means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane or insane.

No-fault motor vehicle coverage means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

Noncontributory means the participating employer pays the premium.

Participating employer means an employer who has met all the eligibility requirements.

Policy means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

Policyholder means the entity to whom the policy is issued.

Proof of good health means evidence acceptable to us of the good health of a person.

This trust means the Pennsylvania School Boards Association Insurance Trust.

We, us, and our mean Union Security Insurance Company.

You and your mean an eligible employee or member of the *participating employer* or an *associated company* who has become insured for a coverage.

DEFINITIONS FOR LIFE INSURANCE

Accelerated benefit means the group term life accelerated benefit under the *policy* issued by us to the *policyholder*. Accelerated benefits do not apply to any insurance under the *policy* other than group term *life insurance*.

Beneficiary means the person or entity you choose to receive your amount of insurance at your death.

Conversion policy means a policy of individual life insurance which may be issued to you by us when part or all of your group *life insurance* ends, as described in the "Conversion to an Individual Policy" provision.

Life insurance means the group term life insurance under the policy issued by us to the policyholder.

Port means to convert to a group portability policy.

Qualifying medical condition means you have a medical condition which is diagnosed by a *doctor* as lifethreatening and which results in an expected life span of 12 months or less according to prevailing medical standards.

ELIGIBILITY AND TERMINATION PROVISIONS FOR YOU

When Your Insurance Ends

Your insurance will end on the date:

- the *policy* or *participating employer's* application ends;
- the *policy* or *participating employer's* application is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*; or
- a required contribution was not paid; or
- your employer is no longer a *participating employer*.

CONTINUITY OF COVERAGE

Definitions

Prior plan means the *participating employer's* plan of group *life insurance*, if any, under which you were insured on the day before the Effective Date of the *participating employer's* application.

Prior plan benefits mean the benefits, if any, that would have been paid to you or your *beneficiary* under the *prior plan* had it remained in effect, and had you continued to be insured under the *prior plan*.

Continuity of Coverage for You

We will provide continuity of coverage if you were covered under the prior plan.

If you are not at *active work* on the Effective Date of the *participating employer's* application due to a disability, you are not eligible to become insured under the *policy*. However, we will cover you for the *prior plan benefits* until the earlier of:

- the date you return to *active work*; or
- the end of any period of continuance or extension of the prior plan.

If you are not at *active work* on the Effective Date of the *participating employer's* application due to a reason other than a disability, and would otherwise be eligible to become insured under the *policy*, we will cover you for the *prior plan benefits* until the earliest of:

- the date you return to active work;
- the end of any period of continuance of the *prior plan*; or
- the date coverage would otherwise end, according to the provisions of the *policy*.

Any benefits payable under the conditions described above will be paid by us:

- as if the *prior plan* had remained in effect; and
- will be reduced by any benefits paid or payable by the *prior plan*.

If you are at *active work* on the Effective Date of the *participating employer's* application, you will be insured under the *policy*.

Prior Plan Credit for Life Insurance

We will give you credit for time periods which were met under the *prior plan* for the same provision(s). This credit will apply to the time-insured requirement, if any, shown in the following section(s) of the Life Insurance for You provision in the *policy*:

- Insurance Provided. However, for any *contributory* insurance, this credit will not apply to any increase in your amount of insurance under the *policy*.
- Accelerated Benefit, but only if you had a similar Accelerated Benefit under the *prior plan*.
- Conversion to an Individual Policy.

CONTINUITY OF COVERAGE (continued)

If we accept a copy of the enrollment card you submitted under the *prior plan*, this credit will also apply to the Incontestability section shown in Additional Provisions for Life Insurance.

LIFE INSURANCE FOR YOU

Insurance Provided

We will pay your *beneficiary* the amount of insurance shown in the Schedule when we receive all the required proof of covered loss, including written proof of your death, acceptable to us, and a completed claim form. Your amount of insurance may be reduced by the amount of any *conversion policy*.

For any *contributory* insurance, if you take your own life within 1 year after you become insured under the *policy*, the amount of insurance we pay will be the sum of your contributions for this insurance.

For any *contributory* insurance, if you take your own life within 1 year after you elect an increase in your amount of insurance under the *policy*, the amount of the increase will be limited to the sum of your contributions for the increase.

Conversion to an Individual Policy

If any or all of your group *life insurance* ends, you can apply for any individual policy offered by us (*conversion policy*). You must apply and pay the premium within 31 days. The individual policy may be any we offer for conversion, except term insurance. No *proof of good health* is required. The amount of insurance available to you depends on the reason your insurance ends.

If your insurance ends because you are no longer eligible or because of a change in age or other status, you may convert the full amount that ended. However, if your insurance ends as the result of a change in the *policy*, you may not convert the full amount that ended.

If the *policy* or *participating employer's* application ends or is changed to reduce or end your *life insurance*, or if the *participating employer* ends participation under *this trust*, and if you have been insured for at least 5 years under the *policy*, you may convert up to the lesser of:

- \$10,000, and
- the amount of *life insurance* that ended minus the amount of any group life insurance for which you become eligible within 31 days.

If you die within 31 days after your *life insurance* ends, we will pay to your *beneficiary* the amount you could have converted, whether or not you applied or paid the premium.

You cannot apply for a *conversion policy* if your group *life insurance* ended because you did not pay your share of the premium.

Porting to a Group Portability Policy

If all of your group *noncontributory* or *contributory* basic *life insurance* ends because you are no longer a member of an *eligible class*, you may be eligible to *port* your total amount of any *noncontributory* or *contributory* basic *life insurance* and dependent *life insurance* coverage currently in force, subject to a maximum for *life insurance* of \$300,000. You must *port* your *life insurance* in order to *port* any dependent *life insurance*. The group portability policy will not include any Disability Benefit.

You are not eligible to *port* if:

- your amount of *noncontributory* or *contributory* basic *life insurance* is less than \$10,000;
- you convert your *life insurance* under Conversion to an Individual Policy;
- you are disabled;

- you qualify and are approved for the Disability Benefit or your Disability Benefit ends;
- the *policy* or participation agreement ends; or
- you are age 65 or older.

If you die within 31 days after your *life insurance* ends, but before you have applied to *port*, we will pay to your *beneficiary* the amount you could have converted under the Conversion to an Individual Policy, whether or not you applied or paid the premium.

You must apply and pay the premium within 31 days after you are no longer a member of an *eligible class*. No *proof of good health* is required.

The insurance can be continued under the group portability policy until the day before your 65th birthday. The amount(s) cannot be increased. You can decrease your amount(s) of insurance to any multiple of \$1,000. Your minimum amount of *life insurance* must be at least \$10,000. Any amount of dependent *life insurance* may not exceed your amount of *life insurance*. If you decrease your amount of *life insurance*, the amount of any dependent *life insurance* must be decreased proportionately, rounded to the next higher multiple of \$1,000, if not already an exact multiple.

We will notify you of the amount of premium due, the frequency of premium payments and the premium due dates. If any premium is not paid when due, you will have a 31-day grace period. Insurance will end at the end of the grace period if you fail to make the required premium payment within that time. We will not change the premium rate more than once in any period of 6 consecutive months and we will give you 31 days advance written notice of any change in rates.

The Conversion to an Individual Policy provision will apply if your insurance ends under the group portability policy.

ACCELERATED BENEFIT

If you choose to receive an *accelerated benefit*, the death benefit payable to your *beneficiary* will be reduced.

RECEIPT OF AN ACCELERATED BENEFIT MAY AFFECT ELIGIBILITY FOR A STATE OR FEDERAL PROGRAM, SUCH AS MEDICAID, AND BENEFITS MAY BE TAXABLE. A TAX ADVISOR SHOULD BE CONSULTED.

If, while you are a *covered person*, you have a *qualifying medical condition*, you have the right to receive a portion of your *life insurance* during your lifetime, payable as an *accelerated benefit*. You must have at least \$10,000 of *life insurance* in force to be eligible to receive an *accelerated benefit*.

We are not responsible for any effect on your state or federal taxes, or loss of eligibility for any state or federal program.

Unless otherwise indicated, all provisions of the policy shall apply to the accelerated benefit.

Amount of Accelerated Benefit

You may receive an accelerated benefit of your life insurance, as shown in the Schedule.

If the amount of your *life insurance* is scheduled to reduce due to age within 12 months following the date you apply for the *accelerated benefit*, your *accelerated benefit* will be based on the reduced amount.

LIFE INSURANCE FOR YOU (continued)

An *accelerated benefit* may be paid only once during your lifetime. You may choose to receive an *accelerated benefit* in a single sum to you, or in one of the optional payment methods currently available at the time of your election. If you are not living when benefits are payable, no *accelerated benefit* will be paid.

Once an accelerated benefit is paid to you, we will notify you of the remaining life insurance in force.

Proof Required for the Accelerated Benefit

You must submit a claim form and any other information we find necessary to decide our liability.

We may ask you to be examined in connection with your claim for an *accelerated benefit*. We will pay for any exam we require.

Effect of Accelerated Benefit

After an *accelerated benefit* is paid, premium is due only for the remaining *life insurance*, unless the premium is waived under the Disability Benefit provision. The *life insurance* payable at your death to your *beneficiary* equals:

- the amount of your *life insurance* as if an *accelerated benefit* payment has not been made, minus
- the accelerated benefit payment, minus
- the interest charge.

The *interest charge* equals the *accelerated benefit* amount times the number of days from the *accelerated benefit* payment to your date of death, times an annual interest rate divided by 365. The annual interest rate is the current yield on 90-day treasury bills that is in effect on the first day of each quarter.

Your amount of dependent *life insurance, accidental death and dismemberment insurance, travel accident insurance,* dependent *accidental death and dismemberment insurance* and survivor income insurance, if any, is not affected by the payment of the *accelerated benefit*. The amount of any *conversion policy* will be based on your reduced amount of *life insurance* after the payment of the *accelerated benefit*.

Exclusions

An accelerated benefit will not be paid if:

- you have assigned all or part of your *life insurance*, unless the assignee consents, in writing.
- you have named an irrevocable *beneficiary* for all or part of your *life insurance*, unless the *beneficiary* consents, in writing.
- all or a part of your *life insurance* is payable to a former spouse as part of a divorce decree or property settlement.
- you have previously received an *accelerated benefit* of your *life insurance*.
- your *life insurance* is less than \$10,000.

ADDITIONAL PROVISIONS FOR LIFE INSURANCE

Optional Payment Methods

You or your *beneficiary* may choose to have all or part of your insurance paid in installments. You can request this at any time. Your *beneficiary* may request this within 31 days after your death.

This option is not available if the *beneficiary* is an estate, corporation, partnership, association, or trustee.

Beneficiary

You may change the *beneficiary* at any time. Any request to name or change the *beneficiary* must be in writing on a form acceptable to us and signed by you. After we receive the request at our *home office*, the change will take effect on the date you signed it. A *beneficiary* change will be without prejudice to us for any payment we made before we received notice in our *home office*.

You may also send a request to change the *beneficiary* to the main office of the *participating employer* or the administrator. The change must be made in a manner acceptable to us.

Any application to convert all your group *life insurance* which names a *beneficiary* different from the last *beneficiary* you named under the *policy* will be considered a change of *beneficiary* to the person named in the application. The change will take effect on the date of the application.

If you named more than 1 *beneficiary*, your amount of insurance will be divided among them equally, unless you specified otherwise.

If a *beneficiary* dies before you do, the rights and interest of that *beneficiary* will end.

If no *beneficiary* is living or existing when you die, or if none was named, or if the *beneficiary* is disqualified by operation of law, your insurance will be paid to the first qualified surviving class of the following classes in this order:

- your lawful spouse;
- your living children, in equal shares;
- your living parents, in equal shares; or
- your estate.

Assignment

If you assign your interest under the *policy* to another person, all your rights under the *policy* are permanently transferred. This includes the right to name and change the *beneficiary* and the right to convert to an individual policy. You may assign your insurance to only 1 of the following:

- your lawful spouse;
- your child, parent, brother, or sister; or
- the trustee of a trust you set up for the benefit of your lawful spouse, children, parents, brothers, or sisters.

We are not responsible for the validity of any assignment. An assignment will not affect us until we receive written notice at our *home office*.

ADDITIONAL PROVISIONS FOR LIFE INSURANCE (continued)

Incontestability

The validity of the *policy* cannot be contested, except for non-payment of premiums, after it has been in force for 2 years. The validity of your coverage under the *policy* cannot be contested, except for non-payment of premiums, after you have been insured under the *policy* for 2 years during your lifetime.

No statement you made, including one regarding *proof of good health*, can be used in a legal dispute unless it was in writing, it was signed by you, and a copy was given to you or your *beneficiary*.

Spendthrift

As permitted by law, the benefits under the *policy* are not subject to commutation, encumbrance or alienation. They are not subject to the claim of, or legal process by, any creditor of you or your *beneficiary*.

CLAIM PROVISIONS

Payment of Benefits

We will pay benefits when we receive all the required proof of covered loss.

To Whom Payable

We will pay your *life insurance* benefits according to the Beneficiary provision. For any other benefits we will follow the provisions applicable to such benefits, if any. Otherwise, all other benefits will be paid to you, if you are living. If not, we will pay your estate.

If no *beneficiary* is living at your death, we may pay part of your life insurance to any person we decide is entitled to it because of expenses incurred during your last illness or for your funeral.

Any amount we pay in good faith releases us from further liability for that amount.

Authority

The *policyholder* delegates to us and agrees that we have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the *policy*. All determinations and interpretations made by us are conclusive and binding on all parties.

Review Procedure

You must request, in writing, a review of a denial of your claim within 60 days after you receive notice of denial.

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits.

We will review your claim after receiving your request and send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the *policy*. We will also advise you of your further appeal rights, if any.

GENERAL PROVISIONS

Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you, the *participating employer*, or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you or your *beneficiary*.

Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

Misstatements

If any information about you or the *policyholder's* plan is misstated or altered after the application is submitted, including information with respect to participation or who pays the premium and under what circumstances, the facts will determine whether insurance is in effect and in what amount. We will retroactively adjust the premium.

Certificates

We will send certificates to the *participating employer* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

Fraud

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the *policy* and recovery of any amounts we have paid.

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Union Security Insurance Company 2323 Grand Boulevard Kansas City, MO 64108

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