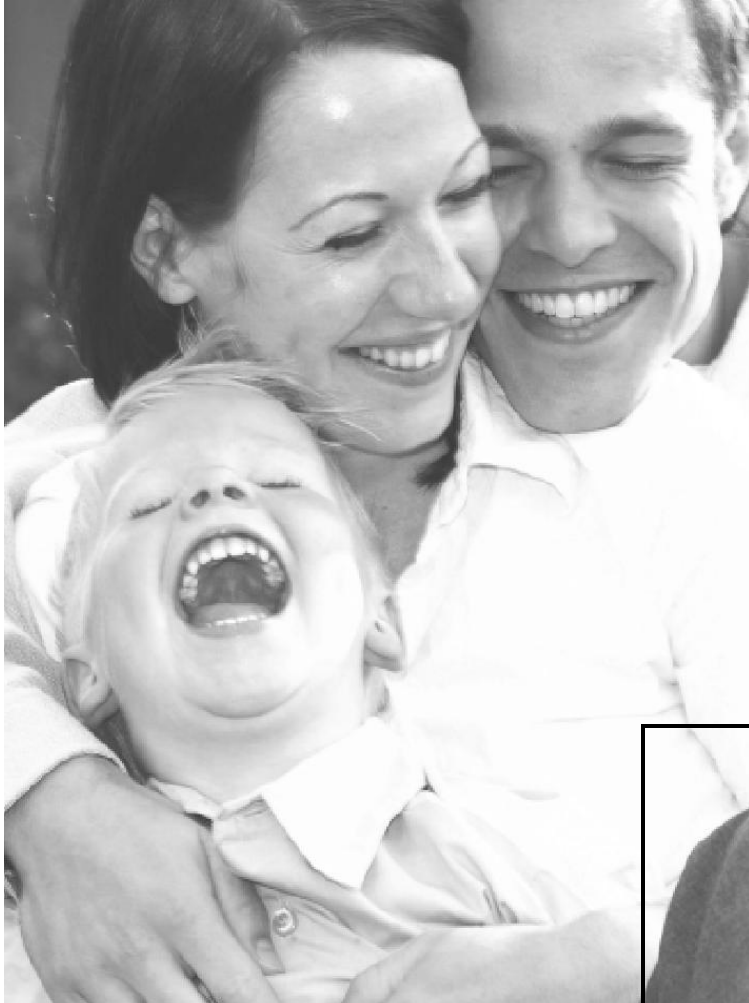


## Anthem Life & Disability Insurance Company



### Basic Group Term Life Insurance for Retirees

You've made a good decision in choosing Anthem<sup>®</sup> Life

**Plan Sponsor:** Hudson Valley Credit Union  
**Policy:** 723015  
**Class:** 06  
**Class Description:** Retirees

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## **I. – Your Certificate of Coverage: Group Term Life Insurance**

**I.**

**Your Certificate of Coverage**

**Basic Group Term Life Insurance**

**Non Contributory**

**Annually Renewable Term**

**READ YOUR CERTIFICATE CAREFULLY**

**CERTAIN WAR RISKS ARE NOT ASSUMED**

**IN CASE OF ANY DOUBT WRITE YOUR COMPANY FOR FURTHER  
EXPLANATION**

**Non-participating Policy**

**Anthem Life & Disability Insurance Company**

**Administrative Office**

**Post Office Box 182361**

**Columbus, OH 43218-2361**

**1 (800) 551-7265**

# Group Term Life Insurance Certificate

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## Certificate

Anthem Life & Disability Insurance Company certifies that it has issued a Group Policy insuring certain eligible retirees of the Plan Sponsor.

This Certificate describes the benefits provided as of the effective date. For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the address of the administrative office of the Plan Sponsor.

The Group Policy was issued in the state of New York. Its laws and rules will govern in resolving any questions about the Group Policy.

Certain terms of the Group Policy which affect Your insurance are contained in the following pages. Anthem Life & Disability has written this Certificate in plain English. However, a few terms and provisions are written as required by insurance law. Anthem Life & Disability Insurance Company urges You to read Your Certificate carefully and keep it in a safe place.

While You remain insured, this booklet is Your Certificate of insurance. It replaces any prior booklet or certificate given to You for the types of insurance described here. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. Many of the provisions of this Certificate are interrelated, and You should read the entire Certificate to get a full understanding of Your coverage. This Certificate also contains exclusions, so please be sure to read this Certificate carefully.

### **Anthem Life & Disability Insurance Company**



**Gregory G. Poulakos**  
President

## **Schedule of Benefits**

### **About This Schedule**

This Schedule of Benefits shows highlights of the coverage available under the Group Policy.

The amounts of insurance are determined by this schedule.

Changes in amounts of insurance under the schedule are effective on the first day of a calendar month next following the date they apply to You.

### **Eligibility Waiting Period:**

None

### **Basic Life Insurance**

**Amount of Your Basic Life Insurance: \$10,000**

Specific information regarding the Policy and its terms may be obtained from the Plan Sponsor. The provisions, terms and conditions listed in any Policy document, including but not limited to this Certificate may be modified, amended, or changed at any time. Consent from any Insured or beneficiary is not required for such modification, amendment, or change.

## Definitions

**Below, the definitions of the Policy are discussed. Where these terms are used in this Certificate, unless specified otherwise, they have the meaning explained here.**

**Actively at Work** means that You are performing the normal duties of Your regular occupation and working Your normal hours. You must be working at least the minimum number of hours required per week to meet the definition of eligible employee. You must be working for the Plan Sponsor on a permanent full-time basis and must be paid regular earnings.

Your work site must be:

- at the Plan Sponsor's usual place of business; *or*
- at a location to which the Plan Sponsor's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to sickness, injury, leave of absence, strike or layoff. Paid days off will count as Actively at Work if You were fully capable of performing the normal duties of Your regular occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

**Certificate** means this document which provides a description of the coverage available under the Policy.

**Claimant** means a person who has filed a claim for benefits under this Certificate, as an Insured or as the beneficiary of an Insured.

**Class** means a grouping of Insureds based on criteria agreed on between the Plan Sponsor and Us.

**Contributory** means that You pay all or a portion of the premium for the coverage.

**Eligible Retiree** means a person who meets the definition of Retiree as determined by the group and:

- is covered in a retiree class named under the Policy; *and*
- is a legal citizen or legal resident of the United States or Canada. In the case of a legal resident, the person will become ineligible for insurance if he or she leaves the United States or Canada for longer than 90 days.

**Eligibility Waiting Period** means the continuous length of time You must serve in an eligible Class to reach Your eligibility date and begin Your coverage. The Eligibility Waiting Period is shown in the Schedule of Benefits.

**Illness** means:

- a sickness that impairs an Insured's normal functioning of mind or body; *and*
- the pregnancy, childbirth and related medical conditions of an Insured.

**Independent Medical Exam** means an examination by a Physician 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.

**Injury** means bodily harm which is the direct result of an Accident and not related to any other cause.

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

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed.
- any other person whose services must be treated as a Physicians for the purposes of the Policy according to applicable law. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be confined and/or registered if required by such jurisdiction.

Physician does not include:

- You.
- Your Spouse.
- Anyone employed by the Plan Sponsor, or any business partner of You or the Plan Sponsor.
- Any member of Your immediate family, including Your and/or Your Spouse's:
  - Parents.
  - Children (natural, step, or adopted).
  - Siblings.
  - Grandparents.
  - Grandchildren.

**Plan Sponsor** means the employer or other organization that has entered into an agreement with Us as outlined in the Policy.

**Policy or Group Policy** means the policy issued by Us to the Plan Sponsor and described in this Certificate.

**Prior Plan** means the plan providing similar insurance benefits carried by the Plan Sponsor on the day before the Policy's effective date with Us.

**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 and records as required by Us. Proof must be received by Us at Our Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any additional Proof is reasonably required by Us, an Insured may be required to give Us



authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

**Proof of Claim** means evidence satisfactory to Us that a person has satisfied the conditions and requirements for a benefit. Proof of Claim must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim under this Certificate;
- the Claimant's right to receive payment.

**Proof of Insurability** means evidence satisfactory to Us of a person's health and other information related to insurability which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

**Sign or Signed** means the use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

**We, Us, and Our** mean the insurer, Anthem Life & Disability Insurance Company.

**Written or Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**You and Your** means an Eligible Retiree.

## **When Insurance Begins and Ends**

This section tells how You may become insured.

### **Obtaining Insurance**

To obtain insurance under the Policy, You must be an Eligible Retiree

### **Enrollment**

An enrollment form for You to become insured must be completed on a form approved for that purpose by Us.

### **Effective Date of Insurance**

This section tells when Your insurance may begin.

As a Retiree, You are eligible for insurance under the terms of the Policy if You were Actively at Work and covered for insurance on the day immediately preceding the date of Your retirement and You have retired in accordance with the Plan Sponsor's retirement plan.

### **For Your Insurance**

Except as otherwise explained in this section, Your insurance will begin on the date You become eligible for such insurance and that first premium is paid.

The Plan Sponsor may require employees to contribute toward the cost of all or part of their insurance. Any such Contributory insurance will not become effective for You before You Sign a form agreeing to make those contributions and the first premium is paid. The form may be obtained from the Plan Sponsor. If You Sign the form more than 31 days after You became eligible, Your Contributory insurance will be deferred until the date We approve Your Written Proof of Insurability.

## **When Insurance Ends**

### **For Your Basic Life Insurance**

Your Life Insurance will end on the first to occur of the following dates:

1. the date the Policy, or Your employer's agreement with us as outlined in the Policy, is terminated;
2. the day You cease to be an Insured under a Class defined in the Schedule of Benefits;
3. the date the Policy is changed to end the insurance for Your Class;
4. the last day of the period for which premium was paid, if a premium is not paid when due;
5. the date You die;
6. the date You cease to be an Eligible Retiree as defined in the *Definitions* section of the Policy;
7. the date You request, in Writing, for Your insurance to be terminated.
8. the date Your status as a retiree ends in accordance with the Plan Sponsor's retirement plan.

## Coverage Provisions

To receive Policy benefits, You must be insured under the terms of the Policy, and as described in the *When Insurance Begins and Ends* section. Then Your amounts of insurance are determined according to the Schedule of Benefits. Some of the coverages described in this section may not be available to You. Your Schedule of Benefits shows which coverages are available to You.

### Basic Life Insurance

#### Death Benefit

We will pay a benefit if the Insured dies while covered in accordance with the provisions of this Certificate. Your Life Insurance benefits are payable to Your beneficiary, as determined in accordance with the Beneficiary Provisions(s) under this Certificate, upon receipt of due Proof of Your death.

The benefit will be paid in one sum.

#### Accelerated Death Benefit for Basic Life

The following Accelerated Death Benefit Provision applies to Your coverage for Basic Life Insurance:

The Accelerated Death Benefit provides that a portion of the Basic Life Insurance proceeds otherwise payable under the Policy as a result of death may be paid in advance under certain circumstances. Payment is made if You are diagnosed as having a Terminal Condition, subject to the terms of this Certificate and this provision. All of the following conditions will apply:

- The Insured or the Insured's legal representative must request in Writing to have this benefit paid while the insurance is in effect.
- We must be provided with the Written permission of Your irrevocable beneficiary or assignee for the life insurance proceeds otherwise payable under the Policy, prior to paying this benefit. If the Insured lives in a community property state, We must have Written permission of the spouse.
- Premium payments must continue, and will be based on the reduced amount of insurance.
- We must receive Proof satisfactory to Us that the Insured has been diagnosed as having a Terminal Condition.
- The Insured must be living at the time this benefit is to be paid.
- Accelerated Benefits are payable only once with respect to any Insured.

#### Definitions for Basic Life Accelerated Death Benefits provision

**Terminal Condition** means a medical condition that a Physician expects to result in life expectancy being 12 months or less from the date of application for the Accelerated Benefit.

The amount of life insurance otherwise payable on Your death in accordance with the other terms of this Certificate will be reduced by the amount of this benefit. Such reduction will also apply to any amount You would otherwise be eligible to apply for under the Conversion provision.

If the life insurance applicable to You would otherwise reduce in accordance with the other terms of this Certificate within 12 months of the date of application for this benefit, then the benefit will be based on such reduced amount. If Your insurance would otherwise terminate within 12 months of the date of application for this benefit, then the Accelerated Death Benefit will not be paid.

Payment of this benefit does not guarantee that the full death benefit will eventually be paid. Insurance must still be in force under the Policy at the time of Your death for the remainder of the life insurance benefit to be paid. All limitations and exclusions under this Certificate will still apply. Payment of the Accelerated Death Benefit discharges Us of all liability under the Policy to the extent of the payment.

### **Amount of Benefit**

The Accelerated Death Benefit is an amount equal to the lesser of 50% of the amount of Basic Life Insurance to which You are entitled on the date You apply in Writing for this benefit or \$500,000.

A lesser amount of Accelerated Benefit may be elected. However, the minimum Accelerated Death Benefit We will consider for payment is the lower of 25% of the coverage amount or \$50,000.

Payment will be made in one lump sum to You. If You have received an Accelerated Benefit and then You recover from the qualifying condition, You will not be required to refund the benefit paid to You.

No Accelerated Death Benefit will be payable if the Terminal Condition is directly or indirectly due to or associated with a self-inflicted injury or Suicidal attempt.

If the Accelerated Death Benefit is forced by creditor or governmental agencies, We will honor it only to the extent required by law.

We reserve the right to have You examined by one or more Physicians of Our choice in connection with any claim for Accelerated Death Benefit. Such an examination will be done at Our expense. Final determination of eligibility will be made by Us.

### **Effect of Benefit Payment on Premium**

The Accelerated Death Benefit payment will not affect the amount of premiums due under the Policy.

# Conversion of Life Insurance

## Who May Convert

You will have the right to have Us issue to You an individual life insurance policy without submitting Proof of Insurability if all or part of Your insurance under the Group Policy terminates for any of the following reasons:

1. Your membership in a Class terminates while the Group Policy is in force.
2. The Group Policy terminates.
3. The Group Policy is amended to cancel the insurance on the Class of persons under which You were insured.

The policy will only be issued to You if You make a Written application to Us and the first premium due for the policy is received at Our Administrative Office within 31 days of such termination or benefit reduction, or extended notice period, if later. This is the conversion period. The policy will not take effect until the end of the conversion period.

If You should die during the 31 day conversion period, and prior to becoming insured under a policy again, an amount of insurance equal to the maximum amount for which You were entitled to convert will be paid as a death benefit.

The premium for the individual policy will be determined by the policy type, the risk classification to which You belong under the group policy. Our published rates in effect and Your age (nearest birthday) at the time of conversion.

## Individual Policies Available

The policy may be on any plan, other than term insurance which We are then issuing. You may continue coverage as a term insurance policy for a period of up to one year. If Your insurance terminates due to Your total and permanent disability, You may elect any one of the life insurance policy forms, including term insurance, customarily issued by us, subject to the same conditions.

In addition to any policies available from Us. We may also make arrangements to make policies available from another insurer.

The Conversion policy will be effective on the day following the date Your coverage under the group policy terminated.

## **Limits on the Amount of Individual Life Insurance That May Be Obtained**

The amount of insurance You may select under the Conversion policy may not exceed the amount of insurance that has been terminated under the Group Policy, less any amount of group coverage remaining in force under the Policy.

If the Group Policy is terminated by Us or the Policyholder, or if the Insured loses coverage in whole or in part due to Total Disability, the amount of insurance You may select under the Conversion Policy may not exceed the amount of insurance that has been terminated under the Group Policy, less any amount of insurance for which You may become eligible under any group life insurance policy issued or reinstated within 45 days of termination of group life coverage.

## **Notice of Conversion Right**

The Plan Sponsor is required to give You Written notice of Your right to convert without submitting Proof of Insurability. You will be given notice of the existence of the right within 15 days before or following the event which entitles You to conversion, and You will have 31 days from the event to convert Your coverage. However, if such notice is given more than 15 days but less than 90 days after the happening of such event, the time allowed for the exercise of Your conversion privilege will be extended by 45 days after the giving of such notice. If such notice is not given within 90 days after the happening of the event, the time allowed for the exercise of the conversion privilege will expire at the end of such 90 days. Written notice presented to You or mailed by the Plan Sponsor to Your last known address constitutes notice for the purpose of this paragraph. In any event, all life insurance terminates at the end of the 31 day conversion period, or at the end of the extended notice period, if later, unless properly converted within said time.

## General Provisions

### Assignment

As part of Your estate plan, You may wish to assign ownership of any death benefits to someone else. This Certificate allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance: (b) any disability provision of life insurance. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named.

Assignments will become effective on the date You signed and dated the form, subject to any action We may have taken prior to its receipt.

We will have no responsibility:

- for the validity or effect of any assignment; *or*
- to provide any assignee with notices which We may be obligated to provide to You.

### Currency

All payments made to or by Us will be made in United States dollars.

### Class Membership

Insureds may be covered under only one Class at any time.

### Entire Contract

The contract between the parties consists of the Policy, the certificate, the Plan Sponsor's application, and the applications, if any of each Eligible Employee.

The rights of any policyholder, insured or beneficiary shall not be affected by any provision not continued (a) in the policy, riders, endorsements, or amendments signed by the policyholder and the insurer, or (b) in the policyholders application attached to the policy, or (c) in any individual statement submitted with the application.

Nothing in the group Policy invalidates or impairs any rights granted to the certificateholder in the certificate or under New York law.

### Certificate

We will give the Plan Sponsor certificates for delivery to Eligible Employees. The Plan Sponsor is responsible for distribution of certificates.

We are not responsible and shall bear no liability for certificates not distributed or any materials used instead of, or in addition to the certificates.

Nothing in the group Policy shall invalidate or impair any rights granted to the certificateholder in the certificate.

### Misrepresentation



Any statement An Insured makes in an application to become insured is a representation and not a warranty. No representation made by an Insured in an application to become insured will be used to reduce or deny the Insured's claim or contest the validity of the insurance unless:

- The insurance would not have been approved except for the Insured's misrepresentation; *and*
- The Insured's misrepresentation is contained in a written instrument Signed by the Insured; *and*
- We give the Insured or the Insured's representative a copy of the written instrument that contains the Insured's misrepresentation.

### **Incontestability**

The policy is incontestable after two years from the date of issue except for non-payment of premiums by the policyholder.

We will not use misrepresentations made by an Insured in a written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during the Insured's lifetime. This incontestability provision will begin anew only for applied increases in the amount of coverage. We can only contest this based on misrepresentation if the misrepresentation is material. This section does not prevent Us from using at any time a defense based on non-payment of premium.

### **Misstatement of Age**

If an Insured's age was misstated, We will use the correct age to determine whether the person is Insured and if so, for what amount and duration.

In addition, the life insurance premium rate will be adjusted so that the premium paid would have been correct for the Insured's actual age. We may make this change back to the date coverage became effective based on the misstated information.

### **Misstatement of Fact**

If the Plan Sponsor or any Associated Employer gives Us any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount. No Eligible Employee or dependent will be deprived of insurance to which he or she is otherwise entitled or have insurance to which he or she is not entitled, because of any misstatement of fact by the Plan Sponsor or Associated Employer. Any required adjustment will not affect premiums paid or payable before the most recent Policy anniversary date. This adjustment will not apply to facts, other than age or sex, after such insurance has been in for a period of two years.

### **Errors**

You must be properly Insured under the Policy. An error or omission by the Plan Sponsor or by Us will not cause You to become Insured. An error or omission by the Plan Sponsor or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance

to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by an Insured or Insured's representative or beneficiary, or the Plan Sponsor.

### **Agency**

The Plan Sponsor or employer and any administrator appointed by the Plan Sponsor or employer shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

### **Changes to Policy**

The Policy may be amended at any time by written agreement between the Plan Sponsor and Us, without the consent of or notice to any other individual. Any amendment to the Policy must be in Writing and be attached to it. The amendment must bear the signature or a reproduction of the signature of the President, a Vice President, or Secretary of Our company.

If a person who is otherwise eligible for insurance is not Actively at Work on the effective date of the amendment, the effective date with respect to that person will be on the date that he is again Actively at Work. However, if the amendment reduces the amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

It is understood that, if the Policy is amended during a person's continuous period of Disability, the amendment will have no effect on the amount of his insurance during that same continuous period of Disability.

# Claims and Payment Provisions

## How To Claim Benefits

Due written Proof of claim is required in order to receive benefits under the Policy. Claim forms are available to You or Your beneficiary on request to the Plan Sponsor. For prompt payment, it is necessary that the claim form be completed in full. For a claim for loss of life, a certified copy of the death certificate must be provided to Us.

## Notice of Claim

Notice of a claim must be given within 90 days after a covered Loss starts. For a Waiver of Premium claim, notice must also be given during the lifetime of the insured and during the period of total disability. Failure to give such notice will not invalidate or reduce any claim if failure to give such notice was given as soon as reasonably possible. Reference to a “loss” in this provision means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. Written notice can be given to Us at Our Administrative Office or to Our agent. The notice must identify You along with Your Group Policy number, and the name and address of the Claimant.

## Claim Forms

When We receive the notice of claim, We will send the Claimant forms for filing Proof of Loss. The needed forms may also be obtained from the Plan Sponsor. If these forms are not given to the Claimant within 15 days, the Claimant will meet the Proof of Loss requirements by giving Us a Written statement of the nature and extent of the Loss within the time limit stated in the Proof of Loss section.

## Proof of Loss

Due Written Proof of Loss must be given to Us within 90 days after such Loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible. But, Unless delayed by the Claimant’s legal incapacity, the required Proof must be furnished no later than 1 year from the specified time.

## Filing Claim Forms

The Proof of Loss claim forms contain instructions as to how they should be completed and where they should be sent. Claimants should be sure to fully complete the forms. Incomplete forms may delay the processing of the claim.

## Time of Payment of Claim

Indemnities payable under the Policy for any Loss will be paid as they accrue immediately upon receipt of due Written Proof of Loss.

## Payment of Claims

Any covered benefit for Your Loss of life will be payable in accordance with Your Written beneficiary designation, subject to the Policy’s provisions and applicable law. Covered benefits for all other Losses are payable to You.

## **Beneficiary Provisions**

### **Designated Beneficiary Provision**

The beneficiary is the person or persons You designate to receive any benefit payable because of Your death. The designation must be made in a Written statement on a form approved by Us.

You may change beneficiaries at any time, subject to applicable law. To do so, You must provide a Written statement on a new form.

Any designation or change of beneficiary will be effective on the date of its execution; regardless of whether or not You are living at the time it is given to the Plan Sponsor. In the event You die before any designation or change is recorded, any death benefit We may have already paid will be deducted from the amount payable to a newly named beneficiary. A beneficiary may not be changed by a Power of Attorney.

If You designate more than one person to share any death benefit, You should specify on the form how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before You do.

### **Alternate Payment Beneficiary Provision**

The interests of a beneficiary who dies before You will accrue to the surviving beneficiaries. However, if for all or part of Your insurance, no beneficiary has been properly designated in accordance with this Certificate's provisions and applicable law, the amount of Your insurance for which there is no beneficiary will be payable in equal shares to the first of the following categories of surviving beneficiaries:

- Legal Spouse;
- Natural and legally adopted children;
- Mother and Father;
- Brother and Sister;
- Estate.

If the Insured and the beneficiary die from the same accident, and the order of deaths cannot be determined, We will pay the benefit as though the Insured survived the beneficiary.

### **Release for Payment**

It may be that one or more persons have incurred expenses for an Insured's fatal condition or burial. If, in our judgment this is true, We may apply part of any death benefit toward reimbursement of such persons. But the total amount of death benefit so applied shall not be more than \$500. Then the beneficiary for the payment will receive only the unpaid balance of the death benefit.

### **Physical Examinations**

We shall have the right and opportunity to have any Insured person whose Injury or Illness is the basis of a claim undergo an Independent Medical Exam. This may be done when and as often as We may reasonably require. If the person has died, We may require an autopsy, unless it is

prohibited by law. Such examination or autopsy will be at Our expense.

### **Proof of Financial Loss**

For any benefit which is based upon determination of a person's financial loss, We shall have the right to require Written Proof of financial loss. This includes, but is not limited to:

- statements of income;
- tax returns, tax statements, and accountants' statements; *and*
- any other Proof that We may reasonably require.

We may perform financial audits at Our expense as often as We may reasonably require. Payment of benefits may be contingent upon Proof of financial loss being satisfactory to Us.

### **Legal Actions**

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after Written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 years after the time Written Proof of Loss is required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim, as explained below.

### **Reconsideration of a Denied Claim**

If You or Your beneficiary's claim for benefits is totally or partially denied, We will provide a Written notice. The notice will give the reasons for denial. If a Claimant does not agree with the reasons given, the Claimant may request reconsideration of the claim.

To do so, the Claimant must write to Us within the 60 days after receipt of the notice of denial. The Claimant should indicate why he believes the claim was improperly denied, and include any additional information, data, questions or comments which he or she thinks are appropriate. Unless We request additional information, the Claimant will be advised of Our decision within 60 days after the Written request for reconsideration is received.

Our name and address for correspondence regarding claims appear in this Certificate. Our name and address will also be on the initial notice of denial and any subsequent correspondence from Us.

**Anthem Life & Disability Insurance Company**

**Administrative Office**

**P.O. Box 182361**

**Columbus, OH 43218-2361**

**1 (800) 551-7265**