

## Term Life

### Definitions

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our, the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

**Active Service** means that the Covered Employee is either:

- at work on one of the Employee's scheduled work days and is performing his regular duties on a scheduled basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires him to travel;
- on a scheduled holiday, or vacation day or period of Employer-approved paid leave of absence, only if the Employee was in Active Service on the preceding scheduled workday.

A Covered Person is considered in Active Service if he is not one of the following:

- an in-patient in a Hospital, skilled nursing facility, rehabilitation hospital, convalescent / personal care facility or receiving out-patient care and/or therapy that affects a Covered Person's ability to perform his regular duties on a scheduled basis;
- confined at home under the care of a Physician or Doctor for a treatment of an injury or sickness; or
- totally disabled.

If an Employee was insured under another group term life plan administered by the Policyholder on the last day before the effective date of the Policy, he can become insured under the Policy on the Effective Date of the Certificate without meeting the Active Service requirement. However, the benefits we pay after he becomes insured under the Policy, but before he meets the Active Service requirement, will be the benefits payable under the Policy or the benefits which would have been payable under the Prior Plan if the Prior Plan had remained in force, whichever are less, reduced by any benefits payable under the Prior Plan.

**Affiliate or Affiliated** means a company or organization that is subsidiary to, affiliated with or controlled by the Policyholder.

**Certificate** means the document issued for delivery to the Covered Person that lists the benefits, conditions and limits of the Policy.

**Company or we, us or our**, means HM Life Insurance Company, domiciled in Pennsylvania.

**Covered Person** means an Employee, spouse, Domestic Partner or dependent child, for whom an enrollment form has been accepted by us; the required premium has been paid when due; and for whom coverage under this Policy remains in force. If Employee is shown in the Schedule of Benefits, we insure the Employee. Dependents are insured if either spouse, Domestic Partner or dependent child is shown in the Schedule of Benefits.

**Disabled** means a Covered Person is currently unable, as a result of his or her sickness, accidental bodily injury, or pregnancy, to perform the Substantial and Material Duties of any Job or Occupation for which they are or become reasonably fitted by their education, training or experience, and they are not Working at all

**Dependent** means the Employee's:

- Spouse, unless such spouse is eligible as an Employee under this Policy; and
- Domestic Partner, unless such person is eligible as an Employee under this Policy; and
- Unmarried natural or step child, unless such child is eligible for medical coverage as an Employee under this Policy and who:
  - is less than 19 years old; or
  - is unmarried, under 25 years of age and attends an accredited educational institution as a full-time student; or
  - becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the Employee's insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 25.

This term includes a child who:

- is living with the an Employee in a parent child relationship; or
- is adopted by or placed for adoption with, or is party in a suit for adoption by, an Employee; or
- is required to be provided coverage by the Covered Person, or his spouse or Domestic Partner under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO also will include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under and having the force and effect of state law and which satisfies the QMCSO requirements of ERISA (section 609a).

**Domestic Partner** means a person of the same or the opposite sex who:

- is not married or legally separated;
- has not been party to an action or proceeding for divorce or annulment within the last six months, or has been a party to such an action or proceeding and at least six months have elapsed since the date of the judgment terminating the marriage;
- is not currently registered in a domestic partnership with a different domestic partner and has not been in such a relationship for at least six months;
- occupies the same residence as the Employee;
- has not entered into a domestic partnership relationship that is temporary, social, political, commercial or economic in nature; and
- has entered into a Domestic Partnership Arrangement with the Employee.

**Domestic Partnership Arrangement** means the Employee and another person of the same or the opposite sex has any three of the following in common (documentation may be requested to the extent allowed by the city, county or state in which you reside):

- joint lease, mortgage or deed;
- joint ownership of a vehicle;
- joint ownership of a checking account or credit account;
- designation of the Domestic Partner as a beneficiary for the Employee's life insurance or retirement benefits;
- designation of the Domestic Partner as a beneficiary of the Employee's will;
- designation of the Domestic Partner as holding power of attorney for health care; or
- shared household expenses.

**Eligibility Waiting Period** means the period of time that must lapse before an Employee is eligible for this insurance. It will be extended by the number of days the Employee is not in Active Service. We will not pay benefits for an Injury or Injuries sustained during the Eligibility Waiting Period. The Eligibility Waiting Period is shown in the Schedule of Benefits.

**Employee** means an Employee of the Policyholder who works an average of 15 hours per week.

Employee also may mean an Employee of the Policyholder who works an average of 15 hours per week and who meets all of the requirements for one of the Covered Classes shown below.

- Class 1 – All Employees of the Policyholder who are officers
- Class 2 – All Employees of the Policyholder who are managers or supervisors

Employee also may mean an Employee of the Policyholder who meets all of the requirements for one of the Covered Classes shown below.

- Class 1 – All Employees of the Policyholder who are officers who work an average of 15 hours per week
- Class 2 – All Employees of the Policyholder who are managers or supervisors who work an average of 15 hours per week

**Guarantee Issue Amount** means the amount shown in the Schedule of Benefits.

**He, him or his** means an individual, male or female.

**Job** means a group of similar positions within an establishment, which are identical with respect to their major or significant tasks. There may be one or many persons employed in the same Job. As used above an "establishment" is a public or private employing unit that produces, provides and/or sells goods or services at a single physical location. An establishment may range in size from a single self-employed worker to thousands of workers.

**Occupation** means a group of Jobs, found at more than one establishment, in which a common set of tasks are performed and related in terms of similar objectives, methodologies, materials, products, worker actions or worker characteristics.

**Open Enrollment Period** means a period of time agreed upon by the Policyholder and the Company, during which an Employee may apply for insurance.

Provide **Applicant Information** means an Employee must sign our enrollment form and complete the Applicant Information section of that form.

**Physician or Doctor** means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- employed or retained by the Policyholder; or
- living in the Covered Person's household; or
- a parent, sibling, spouse, Domestic Partner or child of the Covered Person.

**Plan Year** means a period of twelve consecutive months beginning on the Policy Effective Date and subsequent Anniversary Dates.

**Policyholder** means the entity shown on the cover page of this Policy.

**Prior Plan** means another group life insurance plan on an insured or self-funded basis administered by the Policyholder in effect on the day before effective date of an Employee's insurance under this Certificate

**Substantial and Material Duties or Substantial and Material Duty** means the duties which an employer normally requires for the performance of an occupation and which cannot be reasonably omitted or modified. Substantial and Material Duties include working the number of hours required in a Covered Person's regularly scheduled work week, up to 40 hours per week. Any requirement that a person works in excess of 40 hours per week will not be considered a Substantial and Material Duty.