

**FLORIDA COMBINED LIFE INSURANCE COMPANY, INC.**  
**5011 GATE PARKWAY, BLDG. 200**  
**JACKSONVILLE, FLORIDA 32256**

**Certificate:** This is your certificate, which

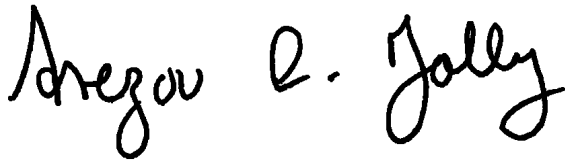
1. is a summary of your insurance under the group policy;
2. is not a contract of insurance;
3. is subject to the terms of the group policy; and
4. voids and replaces any prior certificates issued under the group policy number shown on page three.

**Policy:** We have issued the group policy to the policyholder. The policy is a contract of insurance

1. between your policyholder and us; and
2. through which you are insured.

To present inquiries or to obtain information about coverage, please call us at 1-800-333-3256. To receive claims assistance, please call us at 1-800-696-8562.

Signed for the Florida Combined Life Insurance Company, Inc., at Jacksonville, Florida, on the insured's effective date.



SECRETARY



PRESIDENT

**Certificate for Group Life and Short Term Disability Insurance**

*Florida Combined Life Insurance Company, Inc., and its parent, Blue Cross and Blue Shield of Florida, Inc., are Independent licensees of the Blue Cross and Blue Shield Association.*

## TABLE OF CONTENTS

<p>Page 1 - <b>FACE PAGE PROVISIONS</b></p> <p>Page 2 - <b>TABLE OF CONTENTS</b></p> <p>Page 3 - <b>SCHEDULE OF BENEFITS</b></p> <p>Page 4 - <b>DEFINITIONS</b></p> <p>Page 5 - <b>DEFINITIONS</b> (continued)</p> <p>Page 6 - <b>DEFINITIONS</b> (continued)</p> <p>Page 7 - <b>DEFINITIONS</b> (continued)</p> <p>Page 8 - <b>BENEFIT AND BENEFICIARY PROVISIONS</b></p> <p style="padding-left: 20px;"><b>Benefit</b></p> <p style="padding-left: 20px;"><b>Beneficiary</b></p> <p style="padding-left: 20px;"><b>Change of Beneficiary</b></p> <p><b>INSURING PROVISIONS</b></p> <p style="padding-left: 20px;"><b>Eligibility</b></p> <p>Page 9 - <b>Evidence of insurability</b></p> <p style="padding-left: 20px;"><b>Insured's effective date</b></p> <p style="padding-left: 20px;"><b>Deferred effective date</b></p> <p style="padding-left: 20px;"><b>Termination of employee's Insurance</b></p> <p style="padding-left: 20px;"><b>Incontestability</b></p> <p>Page 10 - <b>Misstatement of age or class</b></p> <p style="padding-left: 20px;"><b>Physical exams and autopsy</b></p> <p style="padding-left: 20px;"><b>Time of payment of claims</b></p> <p style="padding-left: 20px;"><b>Other insurance</b></p> <p style="padding-left: 20px;"><b>Assignment</b></p> <p><b>GENERAL PROVISIONS</b></p> <p><b>ACCIDENT AND HEALTH ONLY</b></p> <p style="padding-left: 20px;"><b>Legal Proceedings</b></p> <p style="padding-left: 20px;"><b>Notice of claim</b></p> <p style="padding-left: 20px;"><b>Claim forms</b></p> <p>Page 11 - <b>Proof of loss</b></p>	<p>Page 12 -</p> <p>Page 14 -</p> <p>Page 15 -</p> <p>Page 16 -</p> <p>Page 17 -</p> <p>Page 18 -</p>	<p><b>Coverage 1 – Term Life Insurance</b> (if provided)</p> <p style="padding-left: 20px;"><b>Term life benefit</b></p> <p style="padding-left: 20px;"><b>Term life proceeds</b></p> <p style="padding-left: 20px;"><b>Facility of payment</b></p> <p style="padding-left: 20px;"><b>Optional modes of settlement</b></p> <p style="padding-left: 20px;"><b>Other modes of settlement</b></p> <p style="padding-left: 20px;"><b>Extension of employee life insurance during total disability</b></p> <p style="padding-left: 20px;"><b>Conversion</b></p> <p><b>Coverage 2 – Accidental Death, Dismemberment, and Loss of Sight Insurance</b> (if provided)</p> <p style="padding-left: 20px;"><b>Benefit</b></p> <p style="padding-left: 20px;"><b>Exclusions</b></p> <p><b>Coverage 3 – Short Term Disability Insurance</b> (if provided)</p> <p style="padding-left: 20px;"><b>Short term disability benefit</b></p> <p style="padding-left: 20px;"><b>Disability proceeds</b></p> <p style="padding-left: 20px;"><b>With pregnancy benefits</b></p> <p><b>Coverage 4 – Dependent Life Insurance</b> (if provided)</p> <p style="padding-left: 20px;"><b>Dependent life benefit</b></p> <p style="padding-left: 20px;"><b>Dependent life proceeds</b></p> <p style="padding-left: 20px;"><b>Beneficiary</b></p> <p style="padding-left: 20px;"><b>Deferred effective date</b></p> <p style="padding-left: 20px;"><b>Termination of employee's dependent insurance</b></p> <p style="padding-left: 20px;"><b>Conversion</b></p>
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# SCHEDULE OF BENEFITS

<b>CLASS DESCRIPTION</b>	<b>BASIC LIFE &amp; AD&amp;D<sup>1, 2, 3</sup></b>
All active, full-time employees enrolled in health	\$20,000

<sup>1</sup> Benefit reduces by 35% at age 65, to 50% at age 70, and to 25% at age 75. All amounts are Guaranteed Issue.

<sup>2</sup> Accidental Death and Dismemberment is 24-hour coverage.

<sup>3</sup> Accelerated Living Benefit (ALB) – Benefit amount is 50% of the Term Life Insurance amount in force to a maximum of \$50,000. Administrative fee: 6% of the living benefit amount is deducted prior to payment of this benefit.

<b>POLICYHOLDER:</b>	<b>LANDRUM PROFESSIONAL 6723 PLANTATION ROAD PENSACOLA, FL 32504</b>
<b>POLICY NUMBER:</b>	<b>45221</b>
<b>CERTIFICATE EFFECTIVE DATE:</b>	<b>MAY 01, 2007, OR THE FIRST OF THE MONTH FOLLOWING 90 DAYS OF ACTIVE EMPLOYMENT, WHICHEVER IS LATER.</b>

## DEFINITIONS

"Actively at work" or "active work" - you are working for your employer:

1. in the usual course of your employer's business;
2. full time at the principal place of employment; and
3. for at least the greater of:
  - a. the number of hours per week your employer stated in his application as the normal work week; or
  - b. 20 hours per week.

"Age" - the age at your last birthday.

"Amount" - the amount of insurance.

"Beneficiary" - the person(s) to whom we will pay the proceeds.

"Certificate" - a document given to you as proof of your coverage under the policy. It is not part of the entire contract of insurance. It contains all statements required by law.

"Children" - this term includes your:

1. natural child; or
2. legally adopted child; or
3. stepchild or foster child.

Each child must depend on you for support and either:

1. live with you; or
2. be a full-time student.

Each child must also be:

1. unmarried; and
2. under the age(s) shown in the policy schedule.

"Class" - a grouping of insureds:

1. based on their job positions; and
2. determined by the policyholder.

"Contributory insurance" - (if required) you must pay a part of the premiums. All such payments are:

1. made directly to the policyholder; and
2. forwarded to us.

"Conversion" - you may exchange your rights under the policy for an individual policy. This only applies to: 1) term life insurance; or 2) dependent life insurance.

## DEFINITIONS (continued)

"Coverage" - all the terms and provisions appearing under one of the following captions of the policy, if provided: 1) Term Life Insurance; or 2) Accidental Death, Dismemberment, and Loss of Sight Insurance; or 3) Dependent Life Insurance; or 4) Short Term Disability Insurance; or 5) other benefit riders.

"Covered" - you are insured under the policy.

"Date of death" - the date of the insured's death.

"Dependent" - your spouse and children who are not:

1. insured employees themselves under the policy; or
2. in full-time military service.

A dependent can only be insured:

1. under one insured employee; and
2. for contributory insurance – if the eligible employee has made a written request for dependent's insurance

"Earnings" - wage. This term does not include:

1. overtime pay; or
2. bonuses; or
3. any other form of extra compensation.

Except for commissioned salespersons, the rate of earnings is that in effect prior to when the disability starts.

For commissioned salespersons:

1. during the first 12 months of coverage - earnings exclude commissions; or
2. after the first 12 months of coverage - earnings include the average weekly or monthly commissions earned during the twelve months just prior to when the disability began.

"Effective date" - the date the policy is put in force. It is shown on page three of the certificate.

"Eligible employee" - a person who:

1. is a member of the eligible classes shown in the policy schedule of the employer's master policy;
2. has satisfied any waiting period shown in your employer's application; and
3. is actively at work on the insured's effective date. If the employee is not actively at work on the date he would otherwise be eligible, see "Deferred effective date," found under "Insuring Provisions."

"Evidence of insurability" - evidence of good health acceptable to us.

## DEFINITIONS (continued)

"He," "his," and "him" - refer to both genders.

"Illness" - a disease process that:

1. causes the abnormal function of: a) an organ; b) a system of the body; or c) the whole body; and
2. is caused by: a) a pathogenic change; or b) a psychological disturbance.

"In force" - the policy is in effect. Premiums are paid and all insuring conditions are met.

"Injury" - bodily injury which:

1. results directly and independently of all other causes from an accident;
2. occurs after the effective date of coverage for such injury; and
3. results in: a) disability; b) death; or c) dismemberment.

"Insured" - person who:

1. is an eligible employee;
2. has fulfilled all conditions under the policy to become insured; and
3. has insurance in force under the policy.

"Insured's application" - includes:

1. the insured's enrollment form or card; and
2. any evidence of insurability.

"Insured's effective date" - the date you become insured under the policy. It is shown on your schedule of benefits on page three.

"Noncontributory insurance" - you are not required to pay any part of the premiums.

"Notice" - written notice in a form satisfactory to us for that purpose.

"Person" - is used in the singular. There may be more than one person - natural or legal.

"Physician" - a licensed physician practicing within the scope of his license.

"Pregnancy" - includes; a) childbirth; b) normal miscarriage; c) elective abortion; d) Caesarean section; and e) complications from these.

"Proceeds" - the amount of insurance we will pay as a benefit. This amount is:

1. shown in the schedule of benefits; and
2. subject to the amount that you are eligible for as shown in the employer's master policy schedule for your class.

## DEFINITIONS (continued)

"Proof" - a properly completed claim form, plus:

1. for life insurance - a) a certified copy of the death certificate; or b) death decreed by a court order; or
2. for disability or accidental death and dismemberment insurance - written proof acceptable to us.

"Spouse" - your legal husband or wife.

"We," "us," and "our" - Florida Combined Life Insurance Company, Inc.

"You" and "your" - insured employee.

## BENEFIT AND BENEFICIARY PROVISIONS

**Benefit:** We will pay the proceeds to the beneficiary:

1. when we receive proof of your: a) disability; and/or b) death;
2. if coverage insuring the type of loss has been selected: a) in the policy; and b) for your class;
3. if the premiums have been paid for that coverage; and
4. subject to all policy provisions.

**Beneficiary:** Your enrollment form or card lists your choice of beneficiary.

Proceeds will be paid:

1. to you - for proceeds paid during your lifetime; or
2. to the beneficiary (as defined); or
3. to your estate - if no beneficiaries survive you; or
4. according to the "Facility of payment" provision for term life insurance.

Number 4 applies to the life coverage only.

**Change of beneficiary:** During your lifetime, you may change the beneficiary. Notice of the change:

1. must be signed and dated by you; and
2. should be given to the policyholder. He will send it to us.

The change takes effect on the date it is signed. We are not liable for any action we take before we receive the notice at our home office.

## INSURING PROVISIONS

**Eligibility:** See definition, "Eligible employee."

**Evidence of insurability:** Evidence of insurability:

1. may be required by us if the amount of insurance exceeds our underwriting limitation; and
2. must be sent to us if:
  - a. your enrollment is made more than 31 days after you or your dependent was first eligible;  
or
  - b. you or your dependent has converted insurance under the policy:
    - 1) from prior employment; and
    - 2) to an individual policy which is in force. You must submit evidence before you and your dependent are eligible after the reemployment.

Evidence of insurability, if required:

1. will be at your expense; and
2. delays the effective date until we approve the evidence.

**Insured's effective date:** Subject to the "Deferred effective date," you become insured:

1. for noncontributory insurance - when you become an eligible employee; or
2. for contributory insurance:
  - a. if you enroll on or prior to being an eligible employee - when you become an eligible employee; or
  - b. if you enroll within 31 days after you become an eligible employee - when you enroll; or
  - c. if you enroll more than 31 days after you become an eligible employee - when we accept evidence of insurability.

The date you enroll is deemed to be when:

1. you completed the enrollment form or card to our satisfaction and signed it; and
2. you gave the form or card to the policyholder.

If you do not give evidence of insurability as required:

1. your eligibility ends; and
2. you will be subject to the same requirements if you become eligible at a later date.

**Deferred effective date:** Your effective date or an increase in coverage will be deferred:

1. if on the date you would otherwise become insured or receive the increase in coverage:
  - a. you are absent from active work; and
  - b. your absence is caused by an injury or illness; and
2. until the date you return to active work.

**Termination of employee's insurance:** Your coverage ends when:

1. this policy terminates; or
2. you stop paying required premiums - for contributory insurance; or
3. the employer does not remit premiums - for noncontributory insurance; or
4. you cease to be in an eligible class; or
5. you cease to be an employee; or
6. you enter military service - except temporary duty of less than 30 days.

Discontinuance of the policy during disability shall have no effect on benefits payable for that disability.

**Incontestability:** No statement made by you about you or your dependents' insurability will be used to contest the validity of your insurance, unless:

1. the coverage has been in force prior to the contest for less than two years during:
  - a. for the insured's coverage - your lifetime; or
  - b. for your dependent's coverage - your dependent's lifetime;
2. it is in the insured's application signed by you; and
3. a copy of the insured's application is or has been given to:
  - a. you; or
  - b. the beneficiary.

**Misstatement of age or class:** We will pay based on the amount of insurance:

1. if your age or class is misstated - that you are entitled to at your true age or class; or
2. if your dependent's age is misstated - that your dependent is entitled to at his true age.

**Physical exams and autopsy:** We will have the right and opportunity to examine you:

1. by a physician of our choice;
2. at our own expense;
3. while a claim is pending or being paid; and
4. as often as we may reasonably require.

We also have the right to make an autopsy:

1. in case of death;
2. where it is allowed by law; and
3. at our expense.

This provision also applies to dependents - if dependent life insurance is included.

**Time of payment of claims:** We will pay the proceeds for insured losses as soon as we receive proof.

**Other insurance:** This insurance is not in lieu of workers' compensation; it does not affect any requirement for workers' compensation coverage.

**Assignment:** You may assign any of your rights. We are not liable for the assignment's: 1) validity; or 2) sufficiency. We are not bound by the assignment until we receive it.

## **GENERAL PROVISIONS ACCIDENT AND HEALTH ONLY**

**Legal proceedings:** A claimant may not file suit unless:

1. proofs of loss are filed within three years of the time required by this policy; and
2. at least 60 days have passed since the required proofs of loss are filed.

**Notice of claim:** Written notice of claim must be given to us:

1. within 60 days after the date of loss covered by this policy; or
2. as soon thereafter as reasonably possible.

**Claims forms:** We will furnish the claimant with forms for filing proof of loss within 15 days after we receive notice of the claim. If we do not do so, the claimant can comply with the requirements for filing proof of loss by giving us this proof:

1. within the term fixed in the "Proof of loss" provision; and
2. covering the loss's: a) occurrence; b) character; and c) extent.

**Proof of loss:** Written proof of loss:

1. must be furnished to us at our home office; and
2. should be furnished within 90 days after the period for which we are liable.

In case of a claim for any other loss, the proof must be provided within 90 days after the date of loss. Failure to furnish the proof within these times will not invalidate nor reduce the claim if proof is furnished as soon as is reasonable possible.

## **Coverage 1 - Term Life Insurance** (only available to employees)

**Term life benefit:** We will pay the proceeds to the beneficiary:

1. if this coverage has been selected:
  - a. in the policy;
  - b. for your class; and
  - c. as shown in the policy schedule;
2. if the premiums have been paid for this coverage;
3. subject to all policy provisions; and
4. when we receive proof of your death.

**Term life proceeds:** The proceeds we will pay is the amount that your life is insured for at the date of death.

**Facility of payment:** We have the option to pay the proceeds to any one or more of your surviving relatives:

1. instead of paying your estate; and
2. these relatives include your: a) spouse; or b) parent; or c) brother; or d) sister.

We have the option to pay up to \$2,000 of the proceeds:

1. if allowed by law; and
2. to any person who appears to us as having incurred costs from your: a) last illness; or b) death; or c) funeral.

If the beneficiary is a minor or not competent, we have the option:

1. to pay up to \$2,000 to the person or institution who appears to us to have assumed the beneficiary's: a) custody; and b) principal support; and
2. unless or until a formal claim is made by a legal representative of the beneficiary.

Our liability for the payment ends if we make it in good faith.

**Optional modes of settlement:** The proceeds may be paid on a monthly basis for a fixed term of years:

1. if you send us your written request;
2. if we agree; and
3. if each payment will be at least \$25.00.

The amount of the payments is figured from this table.

TABLE OF MONTHLY PAYMENTS PER \$1,000 OF PROCEEDS

Years Payable	Monthly Payments	Years Payable	Monthly Payments
1	\$84.28	5	\$17.70
2	42.66	10	9.39
3	28.79	15	6.64
4	21.86	20	5.27

These payments are based on an interest rate:

1. of 2 1/2% per year; and
2. compounded yearly.

We will also pay any excess interest that we may declare from year to year.

The first payment will be paid:

1. on the date the proceeds would have been paid in one sum; or
2. on the date you request.

If all beneficiaries under this mode die, we will:

1. pay the unpaid proceeds plus the earned interest in one sum; and
2. pay this one sum to:
  - a. the beneficiary's estate; or (at our option)
  - b. to one or more of the beneficiary's surviving relatives.

**Other modes of settlement:** Other modes of settlement may be arranged if you and we agree. We will furnish data on these modes upon request.

**Extension of employee life insurance during total disability**

(accidental death and dismemberment, short term disability,  
and dependent life benefits are not included)

**Definition** (for this provision only)

"Totally disabled" or "total disability" - you are unable to work at your employment or occupation due to disability caused by injury or illness. However, after the first 24 months of disability, you must also be unable to engage in any employment or occupation for which you are or become qualified by reason of education, training, or experience.

Your life insurance will extend beyond when it would otherwise end:

1. if you become totally disabled prior to age 60, while you are insured under this policy;
2. if the required life premiums have been paid for the first six months of total disability;
3. while your total disability is continuous;
4. if you give us written notice of your total disability within one year from the date it started; and
5. if you give us proof of your continuous total disability:
  - a. first proof - between the sixth and twelfth month after the date the total disability began; and
  - b. subsequent proof - during the last three months of each subsequent 12-month term after the first.

If notice of proof of your continuous total disability cannot be given within these times:

1. it must be given as soon as is reasonably possible; and
2. it must be given within three months after the time it is otherwise required.

When we are satisfied with the proof, life insurance will be extended:

1. without further premiums after the first six months is paid; and
2. while your total disability continues.

We will still pay the life proceeds even though you become disabled after age 60 or do not give us the first proof if:

1. you die prior to age 71 and within one year of the date that the premium payments stop; and
2. we are given proof of:
  - a. your continuous total disability from the day it began; and
  - b. your death.

The amount of life insurance extended will be the lesser of:

1. the amount shown in the schedule; or
2. the amount in force on the last day of active work.

These provisions apply if they are in effect on the last day of active work:

1. reductions provisions;
2. termination provisions; and
3. retirement provisions.

Extended life insurance will end at the sooner of the date you:

1. are no longer totally disabled; or
2. fail to give us the required proof of continuous total disability; or
3. refuse to be examined as required; or
4. retire at the normal age according to each company's requirements - unless retiree coverage is provided.

If extended life insurance ends because you retire, you become entitled to the rights under "Conversion," unless:

1. you return to work; and
2. you are insured again under the policy.

We are not liable for a death claim under this coverage, unless we receive proof:

1. of your death; and
2. within 12 months after the date of death.

### **Conversion**

You may convert all or part of the insurance under this coverage without evidence of insurability to an individual life policy:

1. if insurance ends because:
  - a. of termination of your: 1) employment; or 2) membership in an eligible class; or
  - b. of your retirement; or
  - c. you reach a specified age; or
  - d. of a policy change affecting your class; or
  - e. the policy or the employer's participation ends or is amended; and
2. if within 31 days after termination you:
  - a. give us a written request to convert; and
  - b. pay the first premium on the new policy.

The new policy may be on any plan of life insurance, except term, issued by us:

1. at the age and for the amount applied for; and
2. without disability or other supplemental benefits.

The new policy:

1. face amount may not exceed:
  - a. the amount of insurance in force on the conversion date; or
  - b. for "1.e." above - the lesser of:
    - 1) the amount which terminated - less the amount of any life insurance for which you are or become eligible under any group policy issued or reinstated:
      - a) by us or by any company; and
      - b) within 31 days after the termination of your coverage; or
    - 2) \$10,000.00;
2. premium rate will be based on:
  - a. your age on its effective date;
  - b. the rates then in use by us; and
3. effective date will begin at the end of the 31-day term to convert after termination.

If you die during the 31-day term to convert, the proceeds we will pay:

1. will be paid under the group policy; and
2. will be the maximum amount which could have been converted, whether or not:
  - a. the application to convert was made; or
  - b. the first premium was paid.

Any life conversion policy must be surrendered without claim. We will refund any premium paid for it.

**Coverage 2 - Accidental Death, Dismemberment, and Loss of Sight Insurance**

(only available to employees)

**Definition** (for this coverage only)

"Loss" - means with regard to:

1. life - death; or
2. hands and feet - complete severance through or above the wrist or ankle joint; or
3. sight - loss of sight which is: a) entire; and b) irrecoverable.

**Benefit:** We will pay the proceeds to the beneficiary:

1. if this coverage has been selected:
  - a. in the policy;
  - b. for your class; and
  - c. as shown in the policy schedule;
2. if the premiums have been paid for this coverage;
3. subject to all policy provisions;
4. when we receive proof of your loss shown below:
  - a. that was caused by injury while you were insured under this coverage; and
  - b. that occurs within 365 days from the date of the injury; and
5. if the loss is not excluded below.

The principal sum that applies to the insured is shown in the policy schedule for loss of:

Life .....	Principal Sum
Both hands or both feet or sight of both eyes.....	Principal Sum
One hand and one foot.....	Principal Sum
One hand and sight of one eye .....	Principal Sum
One foot and sight of one eye .....	Principal Sum
Sight of one eye.....	One half of the Principal Sum
One hand or one foot.....	One half of the Principal Sum

**Exclusions:** We will not pay the proceeds for any loss resulting from:

1. intentional self-inflicted injury - or any attempt to injure oneself while sane; or
2. travel, flight in, or descent from any kind of aircraft - unless solely as a fare-paying passenger:
  - a. of a commercial airline; and
  - b. without any duties with the airline; or
3. taking part in a riot; or
4. any war or act of war - declared or undeclared; or
5. military service; or
6. taking part in an assault or a felony; or
7. voluntary use of any controlled substance.\* This exclusion will not apply if the controlled substance is prescribed for you by a physician; or
8. bodily infirmity or disease from bacterial infections (except accidental ingestion of contaminated foods) - other than infection caused from an injury covered under this coverage.

\* "Controlled substance" is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.

### **Coverage 3 - Short Term Disability Insurance** (only available to employees)

**Definition** (for this coverage only)

"Disabled" or "disability" - you are unable to do the major duties of your occupation due to an:  
1) injury; or 2) illness.

**Short term disability benefit:** We will pay the short term proceeds to you:

1. if this coverage has been selected:
  - a. in the policy;
  - b. for your class; and
  - c. as shown in the policy schedule;
2. if the premiums have been paid for this coverage;
3. subject to all policy provisions;
4. while you remain disabled; and
5. when we receive proof that you:
  - a. became disabled while insured; and
  - b. have been seen and treated by a physician for the disability.

**Disability proceeds:** The policy schedule shows these data for your class:

1. the amount of the short term proceeds;
2. the day we begin paying short term proceeds after your disability starts;
3. the maximum term that we will pay the short term proceeds;
  - a. for any one continuous term of disability - whether due to one or more causes; or
  - b. for all successive terms of disability:
    - 1) due to the same or related causes(s); and
    - 2) which are separated by less than two weeks of continuous active work.

For disability lasting less than one full week, the proceeds we will pay will be the ratio of the number of days of disability divided by the number of days in the week.

Any subsequent disability will be deemed to be a new disability:

1. for the same causes of disability - if you return to active work for a continuous term of at least two weeks; or
2. for different and unrelated causes of disability - if the disability is separated by at least one day of active work.

Your disability cannot be caused by:

1. any injury:
  - a. which results from work; and
  - b. for which you are entitled to benefits under any workers' compensation law; or
2. any illness for which you are entitled to benefits under any:
  - a. workers' compensation law; or
  - b. occupational disease law; or
3. intentionally self-inflicted injury.

**With pregnancy benefits:** Disability caused by your pregnancy is covered:

1. for any one pregnancy;
2. if you become disabled while insured; and
3. up to the maximum term shown in the policy schedule.

## **Coverage 4 - Dependent Life Insurance**

**Definition** (for this coverage only)

**"Dependent's effective date"** - the date the dependent becomes insured under the policy.

**Dependent life benefit:** We will pay the proceeds to the beneficiary:

1. if this coverage has been selected:
  - a. in the policy;
  - b. for your class; and
  - c. as shown in the policy schedule;
2. if the premiums have been paid for this coverage;
3. subject to all policy provisions; and
4. when we receive proof of the dependent's death.

**Dependent life proceeds:** The proceeds we will pay is the amount:

1. that your dependent's life is insured for at the date of his death; and
2. shown in the policy schedule for dependents in your class on the date of his death.

**Beneficiary:** We will pay the proceeds to:

1. you - if you are living; otherwise
2. your estate; or (at our option)
3. your spouse - if living.

**Deferred effective date:** The dependent's effective date of coverage or an increase therein will be deferred:

1. if on such date he is confined to home or a hospital because of: a) an injury; or b) an illness; and
2. until he is discharged from confinement.

**Termination of employee's dependent insurance:** A dependent's coverage ends on the sooner of the date:

1. the person ceases to be a dependent; or
2. you stop paying premiums - if premiums are required; or
3. your coverage ceases under the policy; or
4. all dependent coverage ceases under the policy; or
5. the dependent becomes an insured employee; or
6. the day you are eligible for extended insurance.

### **Conversion**

Your dependent may convert his insurance if:

1. it ends because:
  - a. the policy terminated; or
  - b. the policy was amended; or
  - c. you die - your surviving dependent may convert only the insurance under the policy that would end because of your death; or
  - d. he ceases to be a qualified dependent; and
2. within 31 days after termination he:
  - a. gives us a written request to convert; and
  - b. pays the first premium on the new policy.

The new converted individual life policy:

1. may be on any form issued by us except term insurance:
  - a. that has a level: 1) premium; and 2) amount of insurance; and
  - b. that he selects from among those forms we then issue for: 1) his age; and 2) the amount applied for;
2. premium rate will be based on:
  - a. his age on its effective date; and
  - b. the rates then in use by us;
3. effective date will begin at the end of the 31-day term to convert; and
4. amount may not exceed the lesser of:
  - a. the amount of his insurance being terminated - less any amount that he is or becomes eligible for under any group policy issued or reinstated:
    - 1) by us or by any company; and
    - 2) within 31 days after his insurance terminates; or
  - b. \$10,000.00.

If he dies during the 31-day term to convert, the proceeds we will pay:

1. will be paid under the group policy; and
2. will be the maximum amount which could have been converted, whether or not:
  - a. the application to convert was made; or
  - b. the first premium was paid.

Any life conversion policy must be surrendered without claim. We will refund any premium paid for it.

**FLORIDA COMBINED LIFE INSURANCE COMPANY, INC.**  
5011 GATE PARKWAY, BLDG. 200  
JACKSONVILLE, FLORIDA 32256

**AMENDATORY RIDER**

The certificate to which this rider is attached is amended as follows:

It is agreed that Coverage 2 – Accidental Death, Dismemberment, and Loss of Sight Insurance is amended to add the following exclusion to the provision entitled “Exclusions”:

9. or operating a vessel or motor vehicle while intoxicated (“intoxicated” means that the insured’s blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred).

The effective date of this rider is the effective date of the certificate, as shown on the page 3 Schedule of Benefits.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the provisions, conditions, limitations, exceptions, or other terms of the certificate to which this rider is attached other than as herein stated.

Signed for the Florida Combined Life Insurance Company, Inc., at Jacksonville, Florida, on the effective date of this rider.



PRESIDENT

**FLORIDA COMBINED LIFE INSURANCE COMPANY, INC.**  
5011 GATE PARKWAY, BLDG. 200  
JACKSONVILLE, FL 32256

**ACCELERATED LIVING BENEFIT**

**Certificate Rider**

This certificate rider forms a part of the certificate to which it is attached.

This rider applies only to the term life insurance for you provided by the policy. It does not apply to term life insurance for dependents.

If, while insured, you provide us with satisfactory written proof that you have a terminal condition, we will pay you a benefit called an accelerated living benefit. You can apply for any amount up to the maximum living benefit. Benefits are subject to the terms of this rider and to all applicable terms and provisions of the certificate.

**Definitions**

**“Accelerated Living Benefit” or “Living Benefit”** - The amount of term life insurance that will be paid in advance of your death, if you are terminally ill. The amount of the living benefit will be determined in accordance with the “Benefits” provision below.

**“Terminal Condition”** - A medically determinable condition which can be expected to result in death within a period of one (1) year, as determined by us.

**Benefits**

This accelerated living benefit rider allows you to apply for a living benefit if you have a terminal condition. The amount of your term life insurance under the policy will be reduced by the amount of living benefit paid to you and by any administrative fee.

Only one living benefit will be paid. The maximum living benefit payable is shown on the Schedule of Benefits or certificate amendment.

An administrative fee may be deducted from the living benefit proceeds prior to our payment of these proceeds to you. The amount of this fee is shown on the Schedule of Benefits or certificate amendment.

**Conditions and Requirements Applicable to the Payment of the Accelerated Living Benefit**

The following conditions and requirements apply to the payment of the living benefit:

1. You must apply for the living benefit while you are insured for term life insurance.
2. You must provide us with certification from a physician that a terminal condition exists. We reserve the right to obtain a second certification at our expense.
3. The living benefit will be paid in a lump sum before death occurs.
4. You can apply for a living benefit only once and can apply for less than the maximum living benefit.
5. When a living benefit is paid, we will give you and the policyholder a statement showing the effect of this payment on the term life insurance amount.
6. If you recover from your terminal condition after we have paid a living benefit to you, you will not be required to refund any part of the living benefit paid to you. However, any further benefits that may be payable will be limited to the reduced amount of your term life insurance after the payment of the living benefit.
7. If you receive a living benefit and then become eligible to exercise a conversion privilege under the policy, the amount that may be converted will be based on the reduced amount of term life insurance after the payment of the living benefit.

## Exceptions and Limitations

The following exceptions and limitations will apply to this rider.

1. No living benefit will be paid on you if you made an absolute assignment or an irrevocable beneficiary designation of your term life insurance, unless the absolute assignee or irrevocable beneficiary provides us with his written consent.
2. No living benefit will be paid on you if your terminal condition resulted, directly or indirectly from attempted suicide or any self-inflicted injury, committed while sane or insane.
3. This benefit provides for the accelerated payment of life insurance proceeds. It is not meant to cause the applicant to involuntarily invade proceeds ultimately payable to the named beneficiary. The accelerated benefit will be made available on a voluntary basis, only. Therefore:
  - a. if required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, the applicant for benefits is not eligible for this benefit; or
  - b. if required by a government agency to use this option to apply for, obtain, or keep a government benefit or entitlement, the applicant for benefits is not eligible for this benefit.
4. If the amount of term life insurance in force on you is scheduled to reduce, because of an age-related reduction, within one (1) year after the date you apply for a living benefit, the maximum living benefit will be limited to the scheduled reduced amount shown on the Schedule of Benefits or certificate amendment..

Accelerated living benefits may be taxable. Assistance should be sought from a personal tax advisor.

The effective date of this rider is the effective date shown on the Schedule of Benefits or certificate amendment.

The certificate to which this rider is attached is not changed, other than as herein stated.



**PRESIDENT**

**FLORIDA COMBINED LIFE INSURANCE COMPANY, INC.**  
**5011 GATE PARKWAY, BLDG. 200**  
**JACKSONVILLE, FLORIDA 32256**

**CERTIFICATE AMENDMENT**

The "Certificate for Group Life and Short Term Disability Insurance" to which this amendment is attached is hereby amended as follows:

1. **DEFINITIONS** is amended as follows:

- A. The definitions of "Children" and "Spouse" are deleted in their entirety.
- B. The definition of "Dependent" is deleted and replaced with the following:

"Dependent" – your spouse and/or child(ren), as defined below:

"Spouse" – your legal husband or wife.

"Child(ren)" – your unmarried:

- 1. natural child;
- 2. legally adopted child; or
- 3. stepchild or foster child.

A dependent cannot be:

- 1. insured as an employee under the policy;
- 2. insured under more than one insured employee;
- 3. in full-time military service; or
- 4. insured for contributory insurance, unless you have made a written request for dependent insurance.

A child may be considered a dependent until the end of the calendar year in which the child reaches age 19. The age limit may be extended to the end of the calendar year in which the child reaches age 25 if that child:

- 1. depends on you for support; and
- 2. is living in your household, or is a full-time or part-time student.

The age limits that apply to dependent children will not apply to any insured child who:

- 1. remains dependent on you for support and maintenance; and
- 2. is incapable of self-sustaining employment due to physical handicap or mental retardation.

The symptoms or causes of physical handicap or mental retardation must have existed, and the child must have been covered under the policy, prior to his 19<sup>th</sup> birthday.

If a claim is denied because the child has reached the limiting age, it is your responsibility to provide proof that the child meets the policy's requirements for extended eligibility. We may, at any time, require proof satisfactory to us that a child continues to meet such requirements. This extended eligibility provision does not modify any eligibility requirement other than the limiting age requirement.

2. **INSURING PROVISIONS** is amended as follows:
  - A. A provision for “Family and Medical Leave” is added as follows:

**Family and Medical Leave:** If you are on an employer approved Family and Medical Leave, your coverage will not continue unless the required premiums are paid. Upon your return to active work, your coverage and any dependents’ coverage will be reinstated, subject to payment of premium. No new waiting periods or evidence of insurability will be imposed if you were on an employer approved Family and Medical Leave.
  - B. The “Time of Payment of Claims” provision is deleted in its entirety.
3. **GENERAL PROVISIONS – ACCIDENT AND HEALTH INSURANCE** is deleted and replaced with the following:

### **GENERAL PROVISIONS ACCIDENT AND HEALTH INSURANCE**

**Notice of claim:** Written notice of claim must be given to us:

1. within 60 days after the date a loss covered by this policy starts or occurs; or
2. as soon thereafter as reasonably possible.

The notice may be given to us at our home office or to one of our authorized representatives. Notice should include your name and group policy number.

**Claim forms:** We will furnish the claimant with forms for filing proof of loss within 15 days after we receive notice of the claim. If we do not do so, the claimant can comply with the requirements for filing proof of loss by giving us this proof:

1. within the term stated in the “Proof of Loss” provision, below; and
2. covering the occurrence, nature, and extent of the loss.

**Proof of loss:** Written proof of loss:

1. must be furnished to us at our home office; and
2. should be furnished within 90 days after the end of each period for which we are liable.

If proof of loss is not sent within the time required, the claim will not be reduced or denied if it was not possible to send proof within this time. However, the proof must be sent as soon as reasonably possible.

**Legal actions:** No claimant may sue for payment of claim:

1. within 60 days after the date proof of loss is sent as required; or
2. if, from the time proof of loss is required to be given, the applicable statute of limitation has expired.

**Time of payment of claims:** We will pay a claim, or any part of a claim, within 45 days of our receipt of a completed claim which:

1. establishes proof of loss; and
2. contains, as determined by us, all the information we need to pay the claim.

If a claim or any part of a claim is contested or denied, or additional information is needed, we will give written notice to the claimant within 45 days after we receive such claim.

This notice will identify the:

1. contested or denied claim or portion of the claim;
2. reasons for the contest or denial; and/or
3. additional information needed.

We will complete the processing of the claim within 60 days of receipt, at our home office, of the additional information we requested.

All claims will be paid or denied no later than 120 days after receiving the claim. Payment will be considered made on the date:

1. we deposit the notice of the claims processing decision in the United States mail in a properly addressed, postpaid envelope; or
2. of delivery, if not so posted.

Any claim payments not made within the applicable time frame shall bear simple interest at the rate specified by law.

4. Under **Coverage 1-Term Life Insurance**, the last paragraph of the "Conversion" provision is deleted and replaced with the following:

If an individual life conversion policy is issued during the 31-day period to convert, and you die during that period, the life conversion policy must be surrendered to us, without claim. We will refund any premium paid for it.

If your coverage has been converted to an individual life insurance policy, your rights under extended insurance may continue if:

1. all conditions of the "Extension of employee insurance during total disability" provision are met within the time required; and
2. the individual policy is given to us:
  - a. for cancellation; and
  - b. without claim, except for a refund of premiums paid.

5. Under **Coverage 4 – Dependent Life Insurance**, the “Conversion” provision is deleted and replaced with following:

### **Conversion**

Your dependent may convert all or part of his term life insurance to an individual life insurance policy without evidence of insurability, if insurance ends because:

1. your employment or membership in an eligible class terminates;
2. you retire or die;
3. you reach a specified age, if shown on the application;
4. the dependent ceases to be a qualified dependent; or
5. the policy terminates or is amended to no longer provide your dependent with life insurance.

Within 31 days after termination, the dependent must give us a written request to convert and must pay the first premium on the new policy.

The new policy may be on any plan of life insurance we offer, except term:

1. for the age and amount applied for; and
2. without disability or other supplemental benefits.

The new policy's face amount may not exceed:

1. the amount of insurance in force on the conversion date; or
2. for conversions due to termination or amendment of the policy, the smaller of:
  - a. the amount which terminated, less the amount of any life insurance for which the dependent is or becomes eligible under any group policy issued or reinstated:
    - 1) by us or by any company; and
    - 2) within 31 days after his insurance terminates; or
  - b. \$10,000.

The new policy's:

1. effective date will be the day following the end of the 31-day period to convert after termination; and
2. premium rate will be based on the dependent's age on its effective date and the rates then in use by us.

If the dependent dies during the 31-day period to convert, the proceeds we will pay:

1. will be paid under the group policy; and
2. will be the maximum amount which could have been converted, whether or not:
  - a. the application to convert was made; or
  - b. the first premium was paid.

If an individual life conversion policy is issued during the 31-day period to convert, and the dependent dies during that period, the life conversion policy must be surrendered to us, without claim. We will refund any premium paid for it.

6. **Coverage 3 – Short Term Disability Insurance**, is amended as follows:

A. The definition of “Disabled” or “Disability” is deleted and replaced with the following:

“Disabled” or “disability” – you are unable to perform the material and substantial duties of your regular occupation, due to injury or illness.

A special provision exists for insureds employed as health care practitioners. The terms “disabled” and “disability” will include any restrictions of the insured’s ability to perform his occupation because of action taken by the state licensing board as a result of his testing positive on a human immunodeficiency virus test. In such case, the date of disability will be determined by the state licensing board’s action. However, any restrictions must result in the insured’s experiencing an actual loss of income, as a condition for receiving disability benefits.

B. The definition of “Health care practitioner” is added as follows:

“Health care practitioner” – any person licensed and defined by state law as a health care practitioner.

C. A provision for “Extension of Benefits” is added as follows:

**Extension of benefits:** If this coverage terminates for any reason while you are receiving short term disability benefits, such benefits will be continued, subject to the same terms that would have applied if the coverage had remained in force. Coverage will not be provided for any new disability.

The effective date of this amendment is the later of November 1, 1997, or the effective date of the certificate, as shown on the schedule of benefits.

The certificate to which this amendment is attached is not changed, other than as herein stated.

Signed for the Florida Combined Life Insurance Company, Inc., at Jacksonville, Florida, on the effective date of this amendment.

A handwritten signature in black ink, appearing to read "James Allen". The signature is fluid and cursive, with a long horizontal stroke at the end.

**PRESIDENT**



**Florida Combined Life**

An Independent Licensee of the Blue Cross and Blue Shield Association

## Health Insurance Portability and Accountability Act (HIPAA) Privacy Notice

By law, Florida Combined Life Insurance Company, Inc. (FCL) is required to protect the privacy of your protected health information. We must also give you this notice to tell you how we may use and give out ("disclose") your protected health information held by us.

*Si usted desea una copia de esta notificación en español, por favor comuníquese con un representante de servicio al cliente utilizando el número telefónico indicado en su tarjeta de asegurado.*

FCL must use and give out your protected health information to provide information:

- To you or someone who has the legal right to act for you (your personal representative);
- To the Secretary of the Department of Health and Human Services, if necessary to make sure your privacy is protected; and
- Where required by law.

FCL has the right to use and give out your protected health information to perform business operations. For example:

- We can use your protected health information to pay or deny your claims or to collect your premiums.
- Members of our staff may use this information in an effort to continually improve the quality and effectiveness of the benefits and service we provide.
- We may disclose protected health information to your employer, if your employer arranges for your insurance. If your employer meets the requirements outlined by the privacy law, we can disclose protected health information to the appropriate areas so they can modify benefits, work to control overall plan costs, and improve service levels. This information may be in the form of routine reporting or special requests.
- We may disclose protected health information to others who are contracted to provide services on our behalf. Some services are provided in our organization through contracts with others. Examples may include claim investigation/management, medical record retrieval, reinsurance, and the copy service we use when making copies of your health record. Our contracts require these business associates to appropriately protect your information.
- Members of our staff, using their best judgment, may disclose to a family member, other relative, close personal friend or any other person you identify, health information relevant to that person's involvement in the payment of your claims or collection of your premiums. An example would be your spouse calling to verify a claim was paid or the amount paid on a claim.

FCL may use or give out your protected health information for the following purposes, under limited circumstances:

- To state agencies that have the legal right to receive FCL data (such as to make sure we are making proper payments);
- For public health activities (such as reporting disease outbreaks);
- For government oversight (such as fraud and abuse investigations);
- For judicial and administrative proceedings (such as in response to a subpoena or other court order);
- For law enforcement purposes (such as providing limited information to locate a missing person);
- To avoid a serious and imminent threat to health or safety;
- To contact you regarding new or changed benefits.

By law, FCL must have your written permission (an "authorization") to use or give out your protected health information for any purpose other than payment or business operations or other limited exceptions outlined here or in the privacy regulation. You may take back ("revoke") your written permission at any time, except it will not apply if we have already acted based on your permission.

### **Your Rights Regarding Medical Information About You**

By law, you have the right to:

- See and get a copy of your protected health information that is contained in a designated record set that was used to make decisions about you.
- Have your protected health information amended if you believe that it is wrong, or if information is missing, and FCL agrees. If FCL disagrees, you may have a statement of your disagreement added to your protected health information record.
- Receive a listing of those getting your protected health information from FCL. The listing will not cover your protected health information that was given out to you or your personal representative; that was given out for payment or business operations; that was given out based on an authorization signed by you; or that was given out for law enforcement purposes.
- Ask FCL to communicate with you in a different manner or at a different place (for example, by sending your correspondence to a P.O. Box instead of your home address) if you are in danger of personal harm if the information is not kept confidential.
- Ask FCL to limit how your protected health information is used and given out to pay your claims and perform business operations. Please note that FCL may not be able to agree to your request.

### **To Exercise Your Rights**

If you would like to contact FCL for further information regarding this notice or the exercise of any of the rights described in this notice, you may do so by contacting our Privacy Office at the following telephone number:

**Florida Combined Life Insurance Company, Inc.**  
1-800-947-5074 (toll-free)

### **Changes to This Notice**

We are required by law to abide by the terms of this notice. We reserve the right to change this notice and make the revised or changed notice effective for medical information we already have about you as well as any future information we receive. When we make changes, we will notify you by sending a revised notice to the last known address we have for you.

### **Complaints**

If you believe your privacy rights have been violated, you may file a complaint with FCL or with the Secretary of the Department of Health and Human Services. You may file a complaint with FCL by writing to the following address:

Florida Combined Life Insurance Company, Inc.  
ATTN: Privacy Officer  
5011 Gate Parkway, Bldg. 200  
Jacksonville, Florida 32256

We will not penalize or in any way retaliate against you for filing a complaint with the Secretary or with us.

You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services. Complaints filed directly with the Secretary must: 1) be in writing; 2) contain the name of the entity against which the complaint is lodged; 3) describe the relevant problems; and 4) be filed within 180 days of the time you became or should have become aware of the problem.

### **Effective Date**

The provisions of this notice become effective April 14, 2003.

Note: Unless you have questions regarding this notice, no reply is necessary.