

**DISCLAIMER**

**Sponsor:** National YMCA

**Policy Number(s):** SA3-840-431907-01

**Date Provided:** May 9, 2008

The following certificate(s) are a true copy of the certificate(s) issued under the policy(ies).

**LIBERTY LIFE ASSURANCE COMPANY OF BOSTON**

## INTRODUCTION

This booklet describes the coverages available under your Group Benefits Plan. It becomes your Certificate of Insurance when you have met certain eligibility requirements.

The coverages are funded through a Group Insurance Policy issued to the Sponsor by Liberty Life Assurance Company of Boston.

This booklet is not an insurance policy. The complete terms of the coverage are set forth in the Group Policy. If the Group Policy and this booklet differ, the Group Policy will govern. A copy of the Group Policy is available at the Sponsor's office.

This booklet is important to you and your family, so please read it and keep it in a safe place.

This booklet replaces any other booklet you may have been issued previously for the coverages described herein.

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OC3-CER-0003

## CERTIFICATE OF INSURANCE

**Liberty Life Assurance Company of Boston** hereby certifies that certain benefits provided by the Group Policy are available to employees of participating employers who are in an Eligible Class. Eligibility requirements are set forth in the section of this booklet entitled Eligibility and Effective Date. Under no circumstances may any insurance become effective prior to the Effective Date as determined in that section.

This certificate replaces any other certificate issued previously for the coverages described herein.

A handwritten signature in black ink on a light green rectangular background. The signature appears to read "Jean Sean" followed by a long, horizontal flourish.

## DEFINITIONS

A masculine personal pronoun includes the feminine where the context requires.

**"Accidental injury"**, or **"injury"** means bodily injury not caused by sickness. This includes related conditions and recurrent symptoms of such injury.

**"Active employee"** means an employee of a participating employer who works: (a) regularly throughout the employer's entire work week; (b) the requisite number of hours per week, as determined by the employer's personnel policy. The employee may work at any of the employer's business locations. He may also work at any other location where the employer's business requires him to travel. His main source of earned income must be his earnings received from the employer.

**"Covered dependent"** means a dependent whose coverage is in effect. It does not include a dependent whose coverage has ended.

**"Covered employee"** means an active employee whose coverage is in effect. It does not include an employee whose coverage has ended.

**"Covered person"** means a covered employee or a covered dependent

**"Dependent"** means: (a) an employee's legal spouse; (b) an employee's unmarried child (including any stepchild, or legally adopted child or child placed with the employee for adoption) under age 19; (c) any child mentally or physically incapable of self-sustaining employment, and who became so incapable before attaining age 19, and (d) any child over age 19 but under 25, if a full-time student, who is wholly dependent upon the participant for support and maintenance. "Dependent" does not include a person who is: (a) an eligible employee, or (b) a member of the armed forces.

**"Dependent coverage"** means coverage of a covered employee with respect to his dependents.

## DEFINITIONS

**"Earnings"** means basic pay. It does not include overtime, bonuses or any other form of additional compensation.

**"Eligible dependent"** means a dependent of an employee who is eligible for coverage.

**"Employee"** shall mean a common law employee of a participating employer. Independent contractors, leased employees, temporary employees, casual employees, and part-time employees shall not be employees for purposes of the plan. An individual who during any period was treated by an employer as an independent contractor or leased employee and who is subsequently determined by the employer (or by a governmental agency or court) to have been an employee shall not be eligible to participate in the plan retroactively for such period.

**"Personal coverage"** means coverage of a covered employee with respect to himself

**"Sickness"** means disease or illness including related conditions and recurrent symptoms of the sickness. Sickness also includes pregnancy.

**"Total disability"** or **"totally disabled"**, with respect to a covered employee, means the complete inability to work at any job because of accidental injury or sickness.

## ELIGIBILITY AND EFFECTIVE DATE

### Eligibility

#### Personal Coverage

If a person is an active employee of a participating employer in an eligible class on the effective date of the policy, and he has completed the waiting period, he is eligible for coverage on that date.

If an active employee of a participating employer in an eligible class has not completed the waiting period on the effective date of the policy, he will be eligible for coverage on the date he completes such waiting period.

If a person becomes an active employee of a participating employer in an eligible class after the effective date of the policy, he will be eligible for coverage on the date he completes the waiting period.

If a person's employment ends and he is rehired, he must complete any required waiting period unless he is rehired within 12 months.

**Dependent Coverage** (If Elected by Participating YMCA, subject to Contribution Requirements)

Each employee eligible for personal coverage is eligible for dependent coverage on the later of:

- (a) the date eligible for personal coverage if on that date he has dependents; or
- (b) the date he acquires a dependent if on that date he is eligible for personal coverage.

If both parents are eligible for personal coverage, only one is eligible for dependent coverage for their dependent children.

**Effective Date of Personal Coverage**

**Contributions Not Required**

If an employee does not have to pay any of the cost of personal coverage, he becomes covered on the date he is eligible.

**Contributions Required**

If an employee must pay part of the cost of personal coverage, he must enroll for such coverage. To enroll, he must complete a payroll deduction authorization.

If he enrolls:

- (a) on or before the date he is eligible, his coverage takes effect on the date he becomes eligible;
- (b) within 31 days after the date he becomes eligible, his coverage takes effect on the date he enrolls;
- (c) after 31 days following the date he becomes eligible; he must submit proof of insurability. Such person's coverage will take effect on the first of the month following the date Liberty accepts such proof as satisfactory. Proof of insurability must be furnished at his own expense.

### **Delayed Effective Date**

If an employee is not at work on the last scheduled work day coincident with or preceding the date he is to become covered, he will become covered on the date he returns to active work.

### **Effective Date of Dependent Coverage**

#### **Contributions Not Required**

If an employee does not have to pay any of the cost of dependent coverage, he becomes covered with respect to his dependents on the date he becomes eligible for dependent coverage.

#### **Contributions Required**

If an employee must pay any of the cost of dependent coverage, he must enroll for such coverage. To enroll, he must complete a payroll deduction authorization.

If he enrolls:

- (a) on or before the date he is eligible for dependent coverage, he becomes covered with respect to them on such date;
- (b) within 31 days after the date he is eligible for dependent coverage, he becomes covered with respect to them on the date he enrolls them;
- (c) after 31 days following the date he is eligible for dependent coverage, he must submit proof of each dependent's insurability. He will become covered with respect to them on the first of the month following the date Liberty accepts such proof as satisfactory. Proof of insurability must be furnished at his own expense.

**Additional Dependents**

If, while covered for dependent coverage, an employee acquires another dependent, he will become covered for such dependent on the date he is eligible for coverage for the dependent.

**Delayed Effective Date**

If a dependent is confined in a hospital, skilled nursing facility or rehabilitation facility on the date he would otherwise become covered, he will become covered on the date the confinement ends. This does not apply to a newborn child.

An employee's dependent coverage will not take effect before the date his personal coverage takes effect.

## TERMINATIONS

The personal coverage of a covered employee will end on the date that any of the following events first occurs, subject to any applicable Conversion Privilege or Continuation of Coverage Provisions:

- (a) last day of the month, coincident with or following the date employment (status as an active, employee) or eligibility ends for any reason;
- (b) the plan terminates; or
- (c) the end of the last period for which a covered employee makes a required contribution, if he has cancelled his payroll deduction authorization or otherwise failed to pay any required portion of the cost of personal coverage; or
- (d) on the last day of the month of the payroll period for which a covered employee's employer ceases to be an included employer.

The employee's coverage of a covered dependent will end on the date that any of the following events first occurs:

- (a) status as a dependent ends;
- (b) dependent coverage is deleted from the plan;
- (c) the covered employee's personal coverage ends; or
- (d) the end of the last period for which a covered employee makes a required contribution, if he has cancelled his payroll deduction authorization or otherwise failed to pay any required portion of the cost of dependent coverage.

## CONTINUATION OF COVERAGE PROVISIONS

### **Lay-off**

A participating employer may continue a covered employee's coverage until the lesser of 90 days or the severance agreement.

In continuing such coverage under this section, a participating employer agrees to treat all covered persons equally.

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## **Leave of Absence**

If a covered employee is absent from active employment with his employer due to an authorized leave of absence, he and his covered dependents shall continue to be covered by the Plan until the last day of the month next following the month in which leave expires, provided that he makes any contributions required for such coverage while on authorized leave. If a covered employee is absent from his active employment with his employer due to a leave that qualifies under the Family Medical Leave Act (a qualifying FMLA leave), he and his covered dependents shall continue to be covered by the Plan until the last day of the qualifying FMLA leave, provided he makes the same contributions, if any, as are required of active employees for the same coverage. If such amounts are not paid when due, coverage under the Plan shall terminate, subject to the continuation of coverage provisions. If a covered employee is on a qualifying FMLA leave, and returns to active employment with his employer at the end of the leave, he and his eligible dependents shall again become covered under the Plan immediately upon his reemployment.

## **Life Insurance - Continuation for Total Disability**

A covered employee's life insurance coverage will be continued if he is totally disabled. Coverage during total disability will be continued during the period of Disability subject to the appropriate premium payments but will not exceed attainment of age 65.

## **Certification of Total Disability**

If a covered employee becomes totally disabled prior to age 60, his term life insurance (and any term life insurance coverage for his dependents) may be continued by his employer while the covered employee remains totally disabled and makes any required contributions.

If a covered employee's total disability is expected to last more than twelve months, written proof that total disability has existed continuously for at least three months must be furnished to Liberty between three and twelve months after total disability starts.

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The covered employee's term life insurance may be continued by his employer provided that the covered employee:

- (a) continues to be totally disabled;
- (b) furnishes written proof of continued total disability to Liberty once each year during the three months before each anniversary of receipt of initial proof;
- (c) continues to make any required contributions; and
- (d) submits to medical examinations by a physician as provided below.

Liberty may have a physician examine the covered employee. After the covered employee's term life insurance coverage has been continued for two years under this provision, Liberty will not require an examination more than once a year.

For any life insurance benefit to be payable proof must be given to Liberty within one year after death that the covered employee was totally disabled from the last anniversary of receipt of initial proof until death.

An employee's continued coverage under this provision will end on the date that any of the following events first occurs:

- (a) the covered employee is no longer considered totally disabled;
- (b) the covered employee no longer continues to make any required contributions; or
- (c) the National YMCA Employee Benefits Plan terminates coverage.

If coverage ends, any covered employee whose term life insurance coverage has been continued under this provision will have the same rights as all other covered employees under the "Conversion Privilege"

## GENERAL PROVISIONS

**Notice and Proof of Loss.** Written notice of a claim must be given to Liberty within 20 days after loss occurs. Notice must include information to identify the claimant.

When a notice of loss is received, forms will be sent to the claimant for filing proof of loss. If these forms are not furnished within 15 days, the claimant may satisfy the proof of loss requirement by giving Liberty a written statement of the nature and extent of the loss for which claim is made.

Due proof must be given within 90 days after the loss.

If it is not reasonably possible for the claimant to give proof in the time required, Liberty will not reduce or deny the claim for this reason if the proof is filed as soon as possible. But, unless delayed by the claimant's legal incapacity, the proof must be furnished within two years of the 90 day period specified above.

**Examination.** Liberty has the right to have the claimant examined (at Liberty's expense) as often as reasonably necessary while a claim is pending. It may also have an autopsy made unless prohibited by law.

**Actions at Law.** No legal action may be brought to recover on this plan until 60 days after due proof of loss has been given. No such action may be brought after 3 years from the time written proof of loss is required to be given. Legal actions are contingent upon having obtained reconsideration as described below.

**Reconsideration.** Liberty will notify any covered person whose claim is denied in whole or in part. That written notice will explain the reasons for denial. If the claimant does not agree with the reasons given, he or she may request a reconsideration of the claim.

To do so, the claimant should write to Liberty within 60 days after the notice of denial was received. The claimant should state why he or she believes the claim was improperly denied. Any data, questions or comments that the claimant thinks are appropriate should be included. Unless Liberty requests additional material in a timely fashion, the claimant will be advised of Liberty's decision within 60 days after his or her letter is received.

**Time Limitation.** If the time limitations shown under: (a) notice and proof of loss; and (b) actions at law, are less than that allowed by law in the state where the covered person lives at the time claim is made, such limitations will be increased to comply with such state law.

**Payment of Benefits.** All benefits are payable when Liberty receives written proof of loss. Benefits for loss of life will be payable to the beneficiary. All other benefits will be payable to the covered person. However, unless the covered person directs otherwise in writing, Liberty has the option of paying all or part of such benefits directly to a person or institution on whose charges claim is based. A covered person may also authorize Liberty to pay benefits directly to a person or institution on whose charges claim is based. Any such payments will discharge Liberty to the extent of payment made. Unless allowed by law, payments may not be attached, nor be subject to a covered person's debts.

**Conformity with State Statutes.** Any provision of this plan which, on its effective date, conflicts with the laws of the state where this plan is delivered is changed to conform to such laws.

**Workers' Compensation.** This plan and the benefits provided are not in lieu of, nor will they affect any requirements for, coverage under any Workers' Compensation Law or other similar law.

**Facility of Payment.** If a beneficiary or covered person is a minor or is physically or mentally incapable of giving a valid release for payment, Liberty, at its option, may make payment to a party who has assumed responsibility for the care of such person. Such payments will be made until claim is made by a guardian.

If a beneficiary or covered person dies while benefits remain unpaid, benefits will be paid, at Liberty's option, to:

- (a) a person or institution on whose charges claim is based;
- (b) the executor or administrator of the covered person's estate; or
- (c) a surviving relative (spouse, parent or child).

Such payment will release Liberty of all further liability to the extent of payment.

**Entire Contract Changes.** This policy, with the Sponsor's application, any individual applications or participating employer applications is the entire contract of insurance. No agent may change this policy or waive any of its provisions. No change in this policy will be effective unless signed by the president or a vice president of Liberty and by the Sponsor. Any statements in any application will be deemed representations and not warranties. No statement will be used as a defense to a claim unless it is in a written application.

**Incontestability.** The policy will not be contested, except for nonpayment of premium, after it has been in force for one year from the effective date. The coverage of any covered person will not be contested, except for nonpayment of premium, after it has been in force for one year during the person's lifetime. No statement by a covered person concerning his insurability will be used by Liberty to deny liability unless: (a) it is stated on a written application signed by him; and (b) a copy of such application is given to him or his beneficiary.

**Misstatement of Age.** If the age of any covered person has been misstated, the insurance payable will be the amount such person is entitled to under the Schedule of Benefits, at his true age. Liberty will adjust the premium so that Liberty pays the correct amount.

**Assignment.** The coverage under this plan is not assignable by the Sponsor without Liberty's written consent. A covered employee may assign all of his present and future right, title, interest and incidents of ownership of (a) any life insurance; (b) any disability provision of life insurance; and (c) any accidental death and dismemberment insurance under this plan. Such assignment will include, but is not limited to, the rights (a) to make any contribution required to keep the coverage in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary.

**Records.** The Sponsor will keep records of the covered employees under this plan. Such records will include the following: (a) covered employees by name, age and amount of coverage; (b) effective date of coverage and date coverage ends; (c) change of status; (d) name of beneficiary; and (e) other related data. Such data will be given to Liberty as needed or requested on Liberty forms. Liberty has the right to inspect the Sponsor's records at any reasonable time. Clerical errors will not deprive a person of coverage. But such errors will not continue coverage after the termination date described under Terminations.

**Interpretation of the Group Insurance Policy.** Liberty possesses the authority to determine benefit eligibility, eligibility for participation or benefits in accordance with the terms of the group policy.

**Canadian Exposure.** With respect to a covered person who lives in Canada: (1) premium and benefit amounts will be deemed to be expressed in Canadian currency; (2) policy provisions concerning the rights of covered persons are subject to applicable provincial statutes; and (3) with respect to benefits, an action under this plan may be brought in any court in the province where the covered person lives.

## EMPLOYEE LIFE INSURANCE

### **Benefits**

Liberty, upon receipt of due proof of death of any covered employee, agrees to pay the proceeds of the life insurance in force on the life of such covered employee under the policy. The benefit payable is shown in the Schedule of Benefits.

### **Beneficiary**

Each covered employee must name a beneficiary to whom the life insurance benefits are payable. If, at the death of a covered employee, there is no named or surviving beneficiary, the benefits will be paid, at Liberty's option, to a surviving relative (spouse, parent or child) or to the covered employee's estate. If more than one beneficiary is named and if their interests are not specified, they will share equally.

A covered employee may change his beneficiary at any time by written request. Liberty will provide a form for that purpose. Any change of beneficiary will take effect when Liberty receives the written request. Such change will relate back to the date of the request. Any change of beneficiary will not apply to any payment made before the request was received by Liberty.

If a beneficiary is a minor or is physically or mentally incapable of giving a valid release for payment, Liberty, at its option, may make payment to a party who has assumed responsibility for the care of such person.

## **Optional Methods of Settlement**

Benefits are usually payable in one sum. However, the covered employee may elect in writing to have the proceeds paid in installments. If the covered employee makes no such election, his beneficiary may do so at the covered employee's death.

The amount of each monthly installment will be that usually offered by Liberty.

Any installments remaining after the death of the payee will be paid as directed in the election of this option. Such direction is subject to the approval of Liberty.

## **Conversion Privilege**

### **Conversion Privilege at Individual Termination**

If all or part of a covered employee's coverage ends, the covered employee may convert the amount that ends to an individual life insurance policy. The coverage must end because the covered employee is no longer in an eligible class or leaves his job. Conversion is subject to the following conditions.

Within 31 days after coverage ends, the covered employee must:

- (a) make written application; and
- (b) pay the first premium payment.

The individual policy will be issued without proof of good health. It will contain life insurance benefits only. It will not include term insurance. The policy will be one then being offered by Liberty. The premium due will be the current rate of Liberty that applies to the covered employee's:

- (a) class of risk; and
- (b) age at the birthday nearest to the effective date of the individual policy.

### **Conversion Privilege at Class or Policy Termination**

If coverage ends for all employees or for a covered employee's class, the covered employee is entitled to a limited conversion privilege. The covered employee must have been covered for at least 5 years. The covered employee must apply for the individual policy in the same manner as described above. The amount the covered employee may convert is limited to the lesser of:

- (a) the amount the covered employee was covered for on the date the group coverage terminated less any group insurance he becomes eligible for within 31 days; or
- (b) \$10,000.

The individual policy will be effective 31 days after the covered employee's group coverage ends.

### **Death Within the 31 Days Allowed for Conversion**

If a covered employee dies within the 31 days allowed for conversion, Liberty will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid as a claim under this plan. Any premiums paid for a converted policy will be refunded.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### **Benefits**

Accidental Death and Dismemberment benefits are payable when a covered employee suffers a loss solely as the result of accidental injury that occurs while covered. The loss must occur within 90 days after the date of the accident. The benefit payable is called the Full Amount. It is shown in the Schedule of Benefits.

The Full Amount is payable for loss of:

- (a) Life
- (b) Both hands or feet
- (c) Sight of both eyes
- (d) One hand and foot
- (e) One hand and sight of one eye
- (f) One foot and sight of one eye.

One-half the Full Amount is payable for the loss of:

- (a) One hand or foot
- (b) Sight of one eye.

"Loss of hands or feet" means complete severance through or above the wrist or ankle joint. "Loss of sight" must be total and irrecoverable.

Payment is made for loss due to each accident without regard to loss resulting from any prior accident. In no event may the total amount payable for all losses due to any one accident exceed the Full Amount.

### **Payment of Benefits**

Benefits for loss of life are paid to the covered employee's beneficiary. Benefits for other losses are paid to the covered employee.

## **Beneficiary**

Each covered employee must name a beneficiary to whom the proceeds for loss of life under this plan are payable. If, at the death of a covered employee, there is no named or surviving beneficiary, the proceeds will be paid, at Liberty's option, to a surviving relative (spouse, parent or child) or to the covered employee's estate. If more than one beneficiary is named and if their interests are not specified, they will share equally.

A covered employee may change his beneficiary at any time by written request. Liberty will provide a form for that purpose. Any change of beneficiary will take effect when Liberty receives the written request. Such change will relate back to the date of the request. Any change of beneficiary will not apply to any payment made before the request was received by Liberty.

If a beneficiary is a minor or is physically or mentally incapable of giving a valid release for payment, Liberty, at its option, may make payment to a party who has assumed responsibility for the care of such person.

## **Optional Methods of Settlement**

Benefits for loss of life are payable in one sum. However, the covered employee may elect in writing to have the proceeds paid in installments. If the covered employee makes no such election, his beneficiary may do so at the covered employee's death.

The amount of each monthly installment will be that usually offered by Liberty.

Any installments remaining after the death of the payee will be paid as directed in the election of this option. Such direction is subject to the approval of Liberty.

## Exceptions

No benefits are payable for any loss caused by:

- (a) suicide;
- (b) intentionally self-inflicted injury;
- (c) disease or bodily or mental illness (or medical or surgical treatment thereof);
- (d) infections, except infections as a result of accidental injury and infections occurring because of accidental ingestion of poisonous food substances;
- (e) war (declared or undeclared);
- (f) drugs that are voluntarily taken, ingested or injected, unless as prescribed or administered by a physician.

## **ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **Benefits**

#### **When will a Seat Belt Benefit be Payable?**

Liberty will pay an additional benefit if accidental death was caused by an Automobile accident while the covered employee was driving or riding in an Automobile and the covered employee was covered by this plan. The benefit is payable if the covered employee was wearing a Seat Belt at the time of the accident. The benefit payable is shown in the Schedule of Benefits.

Liberty must be given due proof that the covered employee's death resulted from an Automobile accident while wearing a Seat Belt. A copy of the police accident report should be submitted with the claim. If a copy of the police accident report is not available, or if it is unclear that the covered employee was wearing a Seat Belt, Liberty will pay 10% of the maximum benefit as shown in the Schedule of Benefits.

No benefit will be paid if the covered employee was the driver of the Automobile and did not hold a current valid driver's license.

#### **When will an Air Bag Benefit be Payable?**

Liberty will pay an additional benefit if accidental death was caused by an Automobile accident while the covered employee was driving or riding in an Automobile and the covered employee was covered by this plan. The benefit is payable if the covered employee was wearing a Seat Belt at the time of the accident and was seated behind a properly installed Air Bag. The benefit payable is shown in the Schedule of Benefits.

Liberty must be given due proof that the covered employee's death resulted from an Automobile accident while wearing a Seat Belt and the Automobile was equipped with an Air Bag directly in front of the covered employee. A copy of the police accident report should be submitted with the claim.

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No benefit will be paid if the covered employee was the driver of the Automobile and did not hold a current valid driver's license.

With respect to this provision, "**Air Bag**" means the passive restraint device in an Automobile which inflates automatically upon collision to provide protection in Automobile accidents. The Air Bag must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer.

With respect to this provision, "**Automobile**" means a private passenger motor vehicle licensed for use on public highways.

With respect to this provision, "**Seat Belt**" means a combination lap and shoulder restraint system that must meet the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration and be installed by the manufacturer. A Seat Belt will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt does not include a shoulder restraint alone.

#### **When will an Exposure Benefit be Payable?**

Liberty will pay a benefit to the covered employee or beneficiary in the event the covered employee suffers a loss from exposure to the elements of nature by reason of a covered Injury. The benefit payable is shown on the Loss Schedule in the Accidental Death and Dismemberment provision.

#### **When will a Disappearance Benefit be Payable?**

Liberty will pay a benefit to the beneficiary in the event the body of the covered employee is not found within 365 days after the disappearance, sinking or wrecking of a public conveyance in which the covered employee was known to be a fare-paying Passenger. The covered employee will be presumed to have died resulting from Injury caused by an accident. The benefit payable is equal to the Full Amount payable under Accidental Death and Dismemberment shown in the Schedule of Benefits.

With respect to this provision, "**Passenger**" is defined as an individual other than a pilot, operator or crew member who is riding in or on, boarding, or dismounting from a public conveyance.

OC3-ADD-0090/ADD-0091

### **When will a Common Carrier Benefit be Payable?**

Liberty will pay an additional benefit to the beneficiary if the covered employee suffers loss of life as a result of an accident occurring while riding as a fare-paying Passenger on a public conveyance. The benefit payable is equal to the Full Amount payable under Accidental Death and Dismemberment up to the maximum benefit shown in the Schedule of Benefits.

With respect to this provision, "**Common Carrier**" means a public conveyance operated by a licensed Common Carrier for the transportation of the general public for a fare and operating on regular passenger routes, within the continental United States, Alaska and Hawaii, with a definite schedule of departures and arrivals.

With respect to this provision, "**Passenger**" is defined as an individual other than a pilot, operator or crew member who is riding in or on, boarding, or dismounting from a public conveyance.

## DEPENDENT LIFE INSURANCE

### If Elected by Participating YMCA, subject to Contribution Requirements

#### **Benefits**

If Liberty is given proof of death of a covered dependent, Liberty will pay to the covered employee the amount of Dependent Life Insurance in force for such dependent. This amount is payable when a covered dependent dies from any cause, at any time or place while covered. The life insurance benefit will be paid in one sum.

#### **Conversion Privilege**

If a covered employee's personal coverage ends because:

- (a) of his death; or
- (b) his employment in an eligible class ends,

his covered dependent may convert Dependent Life Insurance to an individual policy.

Within 31 days after coverage ends, the covered dependent must:

- (a) make written application; and
- (b) pay the first premium payment.

The individual policy will contain life insurance benefits only. It will not include term insurance. The policy will be one then being offered by Liberty. Proof of good health is not required.

If a covered employee's personal coverage ends because:

- (a) coverage ends for all employees; or
- (b) coverage ends for all employees in his eligible class,

his covered dependent is entitled to a limited conversion privilege. The covered employee must be entitled to convert to an individual policy for his dependent to have this limited privilege. Conversion must be applied for in the same way as stated above.

The amount the covered dependent may convert is limited to the lesser of:

- (a) the amount the dependent spouse was covered for on the date coverage ended less any group insurance he becomes eligible for within 31 days; or
- (b) \$2,000.

The individual policy will become effective 31 days after the covered employee's personal coverage ends. Dependent Life Insurance is payable if a covered dependent dies during this period. The amount payable is the amount he or she was entitled to convert. Such insurance will be paid under this plan. Any premium paid for an individual policy will be refunded.

## ACCELERATED BENEFIT RIDER

NOTE: The receipt of an Accelerated Benefit may be taxable. A covered employee should consult his or her tax consultant or legal advisor before applying for an Accelerated Benefit.

### Accelerated Death Benefit

If, while insured under this policy, a covered employee gives Liberty satisfactory proof of having a terminal condition, such person may receive, a portion of his or her life insurance as an Accelerated Benefit. Such insurance will be paid to the covered employee in one lump sum.

The term, "terminal condition" means a condition:

- (a) expected to result in the covered person's death within 12 months; and
- (b) from which there is no reasonable prospect of recovery.

### Maximum Benefit

The amount of Accelerated Benefit payable under this Rider is limited to the lesser of the following:

- (a) the Accelerated Benefit amount requested; and
- (b) 50% of the covered employee's life insurance that is in force on the date such person applies for an Accelerated Benefit; or
- (c) \$125,000.

### **Application for an Accelerated Benefit**

A covered employee must apply for an Accelerated Benefit. To apply, such person must give Liberty:

- (a) certification, from a licensed physician who is working within the scope of his license, and is not a member of the covered employee's family, that he or she has a terminal condition, as defined by this rider;
- (b) supporting evidence satisfactory to Liberty, documenting the terminal condition;
- (c) a completed claims form; and

During the pendency of a claim, Liberty may, at its own expense, have a physician examine the covered person.

If the covered employee has assigned all or a portion of the life insurance under this policy or named an irrevocable beneficiary, the covered employee must also give Liberty a signed written consent form from the assignee or irrevocable beneficiary.

The Accelerated Benefit will be payable upon receipt of:

- (a) satisfactory evidence of a terminal condition, as described above; and
- (b) signed written consent from an assignee or irrevocable beneficiary, if required.

### **Effect on Insurance**

The amount of a covered employee's life insurance will be reduced by the amount paid as an Accelerated Benefit. Premiums, if any, for the remaining portion of a covered employee's life insurance will be based on the amount of the remaining life insurance in effect after payment of the Accelerated Benefit. Receipt of an Accelerated Benefit does not affect any Accidental Death or Dismemberment insurance benefit in force on a covered employee's life.

## Exceptions

No Accelerated Benefit will be paid if:

- (a) the covered employee is required by a court of law to exercise this option to satisfy a claim of creditors, whether in bankruptcy or otherwise;
- (b) the covered employee is required by a governmental agency to exercise this option in order to apply for, receive, or continue a government benefit or entitlement;
- (c) all or a part of a covered employee's insurance must be paid to such person's children or spouse or former spouse as part of a divorce decree, separate maintenance agreement or property settlement agreement;
- (d) the covered employee is married and lives in a community property state, unless such person's spouse has given Liberty signed written consent; or
- (e) the covered employee has previously received an Accelerated Benefit under this policy or any other group policy held by the Sponsor.

## SUMMARY PLAN DESCRIPTION

Name of Plan: The National YMCA Employee Benefits Plan

Plan benefits are provided under the terms of the Group Life Policy No. SA3-840-431907-01, hereinafter referred to as "the policy", issued by Liberty Life Assurance Company of Boston, hereinafter referred to as "Liberty", to the Employer as hereinafter referred to as "Sponsor".

Participants Included: See Schedule of Benefits

Name and Address of Sponsor:

**National YMCA Employee Benefits Plan  
Sponsored by the National Council of Young Men's  
Christian Associations of the United States of America  
101 North Wacker Drive  
Chicago, IL 60606**

Who Pays For the Plan: Premiums are paid by the Sponsor.

The cost of the plan is funded by Employer and/or Employee contributions as determined by YMCA Personnel Policy

Plan Identification Number:

- a. Sponsor IRS Identification No.: 36-3258696
- b. Plan No.: Life: 501

Type of Plan: Group Life

Plan Year: January 1st - December 31st

Plan Administrator, Name, Address and Telephone No:

**Management Committee of the  
National YMCA Employee Benefits Plan  
Sponsored by the National Council of Young Men's  
Christian Associations of the United States of America  
101 North Wacker Drive  
Chicago, IL 60606  
(312) 977-0031**

Agent for Service of Legal Process on the Plan:

**General Counsel  
National Council of Young Men's Christian  
Associations of the United States of America  
101 North Wacker Drive  
Chicago IL 60606  
(312) 977-0031**

Type of Administration: Insurer Administration

Funding Arrangement of the Plan: Benefits of the Plan are insured.

This booklet constitutes the Summary Plan Description of the group life insurance benefits provided by the National YMCA Employee Benefit Plan (the "Plan"). This summary is made available for your reference in accordance with the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and we hope you will find it helpful.

The Plan is administered by the Management Committee of the National YMCA Employee Benefit Plan (the "Committee"). The Committee has delegated to Liberty Life Assurance Company of Boston the authority to carry out its duties and responsibilities regarding life insurance benefits under the Plan. The Committee is responsible for formulating and carrying out all rules and regulations necessary to administer the Plan. Liberty has the discretionary authority to determine benefit eligibility, eligibility for participation or benefits in accordance with the terms of the policy.

The Plan of which the policy is a part, may be amended at any time (a) to increase or otherwise change the cost to you for coverage; (b) to change the type of benefits provided under the plan, (c) to require additional contributions from participants, or (d) to terminate the Plan in whole or part at any time.

Nothing in this booklet is intended to provide employees, former employees or dependents with any vested rights to benefits under the Plan. Finally, the description of benefits in this booklet replaces and supercedes any other summary or description of benefits under the Plan with respect to individuals covered under the plan with respect to individuals covered under the Plan as of the date of this

booklet. If you have any questions about the Plan or you need additional information please see the page listing the address and telephone number for the Committee.

**Amendment of the Sponsor's Plan:**

The Sponsor's Plan reserves the right to modify, amend or terminate in whole or in part, any or all provisions of the Plan. Amendments to the Plan are to be made by a written resolution adopted in accordance with the established procedures of the Board of Directors. Amendments may be adopted with retroactive effect to the extent permitted by ERISA and the Code.

**Amendment of Liberty's Policy:**

The policy may be changed in whole or in part by mutual agreement of the Sponsor and Liberty. Only an Officer of Liberty can approve a change. The approval must be in writing and endorsed on or attached to the policy. No consent of any participant or any other person referred to in the policy(ies) shall be required to modify, amend, or change the policy(ies).

NOTE: If you cease active employment, see your benefits administrator to determine what arrangements, if any, may be made to continue your coverage beyond the date you cease active employment.

**When May The Policy Terminate?**

1. If the Sponsor fails to pay any premium within the grace period, the policy will automatically terminate at 12:00 midnight of the last day of the grace period. The "grace period" is the 31 days following a premium due date during which premium payment may be paid.
2. The Sponsor may terminate the policy by advance written notice delivered to Liberty at least 31 days prior to the termination date. But the policy will not terminate during any period for which premium has been paid.

### **When May The Policy Terminate? (Continued)**

3. Liberty may terminate the policy on any premium due date by giving written notice to the Sponsor at least 31 days in advance if:
  - a. The number of employees insured is less than 10;
  - b. Less than 100% of the employees eligible for any noncontributory insurance are insured for it;
  - c. Less than 75% of the employees eligible for any contributory insurance are insured for it;
  - d. The Sponsor fails:
    - i. To furnish promptly any information which Liberty may reasonably require; or
    - ii. To perform any other obligations pertaining to the policy.
4. Termination may take effect on any earlier date when both the Sponsor and Liberty agree.

No consent of any participant or any other person referred to in the policy(ies) shall be required to terminate the policy(ies).

### **What Are Your Rights In The Event Of Policy Termination?**

Termination of the policy under any conditions will not prejudice any payable claim which occurs while the policy is in force.

## What Are Your Rights Under ERISA?

1. As a participant in this Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:
  - a. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
  - b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
  - c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
2. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan.
3. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.
4. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
5. If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

## What Are Your Rights Under ERISA? (Continued)

6. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.
7. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.
8. If you have any questions about your Plan, you should contact the Plan Administrator.
9. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **What is the Time Frame For Claim Decisions?**

If your claim is denied, Liberty will notify you of the adverse decision within a reasonable period of time, but not later than 90 days after receiving the claim, unless Liberty determines that special circumstances require an extension. In such case, a written extension shall be furnished before the end of the initial 90-day period. The extension cannot exceed 90 days. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the decision.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

### **What If Your Claim Is Denied?**

Liberty's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;
2. A description of any additional material or information necessary to complete the claim and an explanation of why that material or information is necessary; and
3. A description of the Plan's appeal procedures and time frames, including a statement of the claimant's right to bring a civil action under ERISA following an adverse decision on appeal.

### **What Do You Do To Appeal A Claim Denial?**

You or your authorized representative may appeal a denied claim within 60 days after you receive Liberty's notice of denial. You have the right to:

1. Submit, for review, written comments, documents, records and other information relating to the claim to Liberty;
2. Request, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and

## What Do You Do To Appeal A Claim Denial? (Continued)

3. A review on appeal that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial claim decision.

Liberty will make a full and fair review of your appeal and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made within a reasonable period of time, but not later than 60 days following receipt of the written request for review, unless Liberty determines that special circumstances require an extension. In such case, a written extension notice will be sent to you before the end of the initial 60-day period. The extension notice must indicate the special circumstances and the date by which Liberty expects to render the appeal decision. The extension cannot exceed a period of 60 days.

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.

Liberty's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
2. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim; and
3. A statement describing any voluntary appeal procedures offered by the Plan and your right to obtain the information about such procedures, and a statement of your right to bring an action under ERISA.