

# Symetra Life Insurance Company

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Group Life Insurance

**CERTIFICATE**



## CERTIFICATE OF INSURANCE

**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)

**Policyholder:** Hagerstown Community College  
**Policy Number:** 01 020896 00  
**Policy Effective Date:** July 1, 2024  
**Policy Anniversary Date:** July first of each year beginning in 2025

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us. The Policy may be inspected at the office of the Policyholder.

Signed for The Company

Jacqueline M. Veneziani, Secretary

Margaret Meister, President

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### *A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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Symetra ® is a registered service mark of Symetra Life Insurance Company.

## Schedule of Insurance

The benefits described herein are those in effect as of: July 1, 2024

**Cost of Coverage:**

**Non-Contributory Coverage:**

Basic Life Insurance

**Eligible Class(es) for Coverage:** All eligible Retirees who are citizens or legal residents of the United States.

Class 2 All Eligible Retirees

**Eligibility Waiting Period for Coverage:**

None.

## Life Insurance Benefit

### Retiree

|              | Benefit       | Benefit Maximum | Guaranteed Issue |
|--------------|---------------|-----------------|------------------|
| <u>Basic</u> | <u>Amount</u> | <u>Amount</u>   | <u>Amount</u>    |
| Class 2      | \$1,000       | \$1,000         | \$1,000          |

### Reduction in Amount of Life Insurance

We will reduce the amount of Life Insurance for You by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right; or
- 2) of Life Insurance in force, paid or payable under the Prior Policy.

### Reduction in Coverage Due to Age

Your coverage terminates when You attain age 99.

## Definitions

### **Employer**

means the Policyholder.

### **Guaranteed Issue Amount**

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

### **Non-Contributory Coverage**

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

### **Physician**

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

### **Prior Policy**

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

### **Related**

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

### **Retiree**

means a former employee of the Employer:

- 1) who is at least age 65; and
- 2) who has completed at least 10 years of service with the Employer; or
- 3) who is at least age 55; and
- 4) who has completed at least 15 years of service with the Employer.

### **Spouse**

means Your Spouse who is not divorced from You.

### **The Policy**

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

### **We, Us or Our**

means the insurance company named on the face page of The Policy.

### **You or Your**

means the person to whom this certificate is issued.

## **Eligibility and Enrollment**

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You are eligible for Retiree coverage on the later of:

- 1) the date You meet the definition of Retiree; or
- 2) the Policy Effective Date.

### **Enrollment:** *How do I enroll for coverage?*

Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

### **Evidence of Insurability Requirements:** *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

### **Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

## **Eligibility and Enrollment**

### **Change in Family Status:** *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies; or
- 6) Your Spouse is no longer employed, which results in a loss of group insurance.

## Period of Coverage

### **Effective Date:** *When does my coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

### **Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) for increased benefits; or
- 2) for a new benefit;

You are:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until You:

- 1) are discharged from the hospital; or
- 2) are no longer Confined Elsewhere;

and have engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

**Confined Elsewhere** means You are unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

### **Effective Date for Changes in Coverage:** *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the first of the month following the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; or
- 3) the date Evidence of Insurability is approved, if required.

### **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 3) the date the required premium is due but not paid.

## Benefits

### **Life Insurance Benefit:** *When is the Life Insurance Benefit payable?*

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

### **Conversion Right:** *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any amount of Life Insurance for which You were not eligible and covered under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated;

then You must have been insured under The Policy for five years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

### **Conversion:** *How do I convert my coverage?*

To convert Your coverage, You must complete a Notice of Conversion Right form. The Insurer must receive this within 31 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective as of the 32<sup>nd</sup> day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

### **Conversion Policy Provisions:** *What are the Conversion Policy Provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.



## **Benefits**

### **Death within the Conversion Period:** *What if I die before coverage is converted?*

We will pay the amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

## General Provisions

### **Notice of Claim:** *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

### **Claim Forms:** *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

### **Proof of Loss:** *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
  - a) the date Your disability began;
  - b) the cause of Your disability; and
  - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

### **Sending Proof of Loss:** *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us:

- 1) within 365 days after the Loss; and
- 2) with respect to claims for loss of time because of disability, within 90 days after the commencement of the period for which We are liable, and that subsequent written proofs that the disability continues shall be furnished to Us at the intervals that We reasonably require.

However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

### **Physical Examination and Autopsy:** *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

## General Provisions

### **Claim Payment:** *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received. Interest will be paid on the death benefits from the date of death to the date of payment at a rate at least equal to that paid on proceeds left on deposit unless:

- 1) proceeds are paid within 30 days after death; or
- 2) proof of death is submitted more than 180 days after death in which case interest is paid from the date proof is submitted.

### **Claims to be Paid:** *To whom will benefits for my claim be paid?*

Life Insurance Benefits will be paid in accordance with the life insurance beneficiary designation as designated by the insured.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will make any payments, other than for Loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

### **Beneficiary Designation:** *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

## General Provisions

### **Claim Denial:** *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

### **Claim Appeal:** *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within 60 days of receipt of claim denial; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

### **Policy Interpretation:** *Who interprets policy terms and conditions?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

### **Contestability of Coverage:** *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the date of issue.

In the absence of Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You and You or Your beneficiary must be provided a copy.

### **Assignment:** *Are there any rights of assignment?*

You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

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

You do not have the right to collaterally assign Your rights and interest under The Policy.

## General Provisions

### **Legal Actions:** *When can legal action be taken?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) three years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

### **Workers' Compensation:** *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

### **Insurance Fraud:** *How does The Company deal with fraud?*

Insurance fraud occurs when You, Your dependent and/or Your Employer knowingly provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your dependent and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your dependent and/or Your Employer perpetrate insurance fraud.

### **Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.