

**CHABOT LAS POSITAS COMMUNITY
COLLEGE DISTRICT**

July 1, 2008

***Life and Accidental Death and
Dismemberment Insurance***

COMPLAINT NOTICE

Should you have any complaints or questions regarding your coverage, and this certificate was delivered by a broker, you should first contact the broker. You may also contact us at:

**Anthem Blue Cross Life and Health Insurance Company
Customer Service
21555 Oxnard Street
Woodland Hills, CA 91367
818-234-2700**

If the problem is not resolved, you may also contact the California Department of Insurance at:

**California Department of Insurance
Claims Service Bureau, 11th Floor
300 South Spring Street
Los Angeles, California 90013**

1-800-927-HELP (4357) – In California

1-213-897-8921 – Out of California

1-800-482-4833 – Telecommunication Device for the Deaf

**E-mail Inquiry: “Consumer Services” link at
www.insurance.ca.gov**

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SUMMARY OF BENEFITS

This summary provides a brief outline of your benefits. You need to refer to the entire certificate, and the *policy*, for complete information about the benefits, conditions, limitations and exclusions of your *plan*.

EMPLOYEE LIFE INSURANCE

A benefit is payable under this coverage if you die from any cause. If you are totally disabled when your insurance ends, there are special provisions that may extend your death benefit protection. Under certain conditions, you may convert your life insurance to an individual policy.

Amount for Each Benefit Class:

Benefit Classes	Amount of Insurance
Class 1: Under Age 40.....	\$ 140,000
Class 2: 40-44.....	\$ 120,000
Class 3: 45-49.....	\$ 100,000
Class 4: 50-54.....	\$ 90,000
Class 5: 55-59.....	\$ 80,000
Class 6: 60-64.....	\$ 70,000
Class 7: 65-66.....	\$ 50,000
Class 8: 67-69.....	\$ 24,000
Class 9: 70+.....	\$ 5,000

ACCELERATED DEATH BENEFIT

This Accelerated Death Benefit is **NOT** long-term care coverage or nursing home coverage. You may use your Accelerated Death Benefit for any purpose.

EMPLOYEE LIFE INSURANCE WILL BE REDUCED IF YOU ARE PAID AN ACCELERATED DEATH BENEFIT.

RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID.

RECEIPT OF ACCELERATED DEATH BENEFITS MAY BE TAXABLE.

Amount of Insurance—Your Accelerated Death Benefit amount is equal to the lesser of:

1. 75% benefit of the amount of Employee Life Insurance to which you are entitled on the date you apply in writing for this benefit; or
2. \$250,000.

However, the minimum Accelerated Death Benefit we will pay is \$5,000.

For each \$5,000 paid to you as an Accelerated Death Benefit the amount of employee life insurance under the *policy* will be reduced by \$5,000.

If the amount of your Employee Life Insurance is scheduled to reduce within 12 months following the date you apply for an Accelerated Death Benefit, your Accelerated Death Benefit will be based on the reduced amount.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The coverage pays benefits for loss of your life, sight, hand, or foot caused by accidental bodily *injury*. The amount payable depends on the type of the loss. The most that will be paid for all losses resulting from *injuries* sustained by you in any one accident is your amount of insurance.

Amount of Insurance—An amount equal to your amount of Employee Life Insurance.

GENERAL INFORMATION

Contributions—Your insurance is *non-contributory insurance*.

Anthem Blue Cross Life and Health's Address—

Anthem Blue Cross Life and Health Insurance Company
Group Services
P.O. Box 70000
Van Nuys, California 91470

EMPLOYEE LIFE INSURANCE

DEATH BENEFIT

We will pay a benefit if you die while insured by this coverage. This death benefit will be paid to your *beneficiary* when due written proof of your death is received by us. The needed claim forms may be obtained from the *group* or us. See the SUMMARY OF BENEFITS of this certificate for the amount of death benefit to be paid.

BENEFICIARY

Unless you have made an assignment which limits your right to do so (see GENERAL PROVISIONS: ASSIGNMENT), you alone have the right to name your "*beneficiary*". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the *group* for entry in the plan's records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit we may have already paid will be deducted from the amount payable to the new *beneficiary*.

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

Alternate Payment Provisions

If there is no living *beneficiary* when your death occurs, or none has been named, the death benefit will be paid to the executors or administrators of your estate. If there is no executor or administrator, we may at our option: (a) pay the benefit to your then living spouse or legally registered domestic partner; or (b) if there is no living spouse or legally registered domestic partner, pay equal shares of the benefit to your then living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living.

It may happen that the person to be paid a benefit (called the "payee") is legally unable to give a valid receipt for the payment. If so, we may elect instead to pay up to \$50 of that benefit per month to another person or institution. But that other person or institution must appear to us to have assumed custody and principal support of the payee. Such payments will cease when a claim for the unpaid balance is made by a duly appointed guardian or committee of the payee. We will be discharged to the extent of any such payments made in good faith.

It may be that one or more persons have incurred expenses for your fatal condition or burial. If, in our judgement this is true, then we may apply part of any death benefit toward reimbursement of such persons. But the total amount of death benefit so applied shall not be more than \$500. Then, your *beneficiary* will receive only the unpaid balance of the death benefit. We will be discharged to the extent of any such payments made in good faith.

TOTAL DISABILITY PREMIUM WAIVER

Normally, the *group* must pay us a premium for each period that you are insured. This section tells how your employee life insurance can be continued without premiums after Elimination Period if you become totally disabled before your 60th birthday.

Here, the term "totally disabled" means that during the Elimination Period, due to an *injury* or *illness*:

1. You are unable to do the duties that:
 - a. are normally required for the performance of your own or any occupation; and
 - b. cannot be reasonably omitted or modified from any occupation;for which you are or may become reasonably qualified by education, training, or experience; and
2. You are receiving medical care and treatment that meets all of the following from a *physician* for that *injury* or *sickness*:
 - a. It is received from a *physician* whose expertise, medical training and clinical experience are suitable for treating your disability;
 - b. It is deemed medically necessary and appropriate to meet the needs of your disability;
 - c. It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical, research and health care organizations and governmental agencies;
 - d. It is consistent with the diagnosis of your condition; and
 - e. Its purpose is maximizing your medical improvement and aiding in your return to work, if possible.

The loss of a professional license, occupational license or certification does not in itself mean you are disabled. Loss of your occupation due to economic factors such as, but not limited to, recession, job elimination, pay cuts and job-sharing will not be considered.

“Elimination Period” is the period that you must have been continuously totally disabled before we waive insurance premiums under this provision. The elimination period is the lesser of **6** months or the consecutive months preceding the date of death. The elimination period begins on the day that you become totally disability under this coverage.

Proof Required Within 12 Months

Within the first 12 months that you are totally disabled, but have not died, due written proof must be given that:

1. You became totally disabled while insured and before your 60th birthday; and that
2. You have continued to be totally disabled for at least the Elimination Period, but less than 12 months.

Such proof may be given by you or someone acting for you. When we receive that proof, we will provide employee life insurance for you without premiums while it is shown that you remain totally disabled.

While your employee life insurance is provided without premiums, due proof that you remain totally disabled will be required at reasonable intervals. Such proof will be required at least once a year. We, at our expense, may also require that you be examined by our *physician* at reasonable intervals. Such exams by a *physician* will not be more often than once a year after your insurance has been provided without premiums for two years.

If you die while your employee life insurance is provided without premiums, we will pay a death benefit. Due written proof is required that you remained totally disabled until your death occurred. When that proof is received, we will pay that death benefit to your *beneficiary*.

Amount Of Benefit Provided

The amount of employee life insurance provided for you without premiums will normally be the amount for which you were insured under this coverage when you became totally disabled. But, the SUMMARY OF BENEFITS of this certificate may require that life insurance amounts be reduced at a certain age or upon retirement; in such case, your insurance provided without premiums will be so reduced when those events occur.

One other factor may affect your amount of employee life insurance provided without premiums. A right to convert your life insurance under this coverage to an individual policy is explained later. Any part of your life insurance that you may have converted will not be provided without premiums unless:

1. You were totally disabled when you applied to convert; and
2. You return the individual policy to us with no claim other than a refund of the premiums you paid for it.

When A Premium Waiver Ceases

Insurance provided for you without premiums will cease when any of these events occur:

1. You are no longer totally disabled; or
2. Due written proof that you remain totally disabled is not provided when required by us; or
3. You do not allow a *physician* to examine you when required by us.

Your insurance will also cease if you reach normal retirement age, but not prior to age 65. But an exception will be made if the HOW COVERAGE BEGINS AND ENDS section of this certificate says that your employee life insurance is continued during retirement.

When your insurance without premiums ceases, you may be entitled to the RIGHT TO CONVERT provision explained later in this coverage. That RIGHT TO CONVERT provides insurance for the next 31 days. During that time:

1. If you again become an *insured employee*, you may not convert your insurance. But your employee life insurance that requires premiums will be resumed.
2. If you do not become an *insured employee*, you may convert to an individual policy of life insurance. It will be as though your employment had ceased when your insurance without premiums ceased. The things you must do to obtain such a policy are discussed in the RIGHT TO CONVERT provision.

While you are totally disabled, it may happen that:

1. The *policy* is discontinued; or
2. The *policy* is changed to terminate employee life insurance.

In either event, while you continue to be totally disabled, you will have the same rights as though this life insurance was still in effect.

RIGHT TO CONVERT

If your employee life insurance ceases or is reduced, you could have a right to "convert" that group insurance to an individual policy. This section tells when you may acquire that right. **Note that your prompt application is required at that time.**

Changes In Your Status

You can obtain an individual policy of life insurance if all or part of your employee life insurance under the *policy* ceases for certain reasons. Those reasons are:

1. Termination of your active employment with the *group*;
2. Your transfer to a class of ineligible employees or a class of employees with a smaller amount of life insurance; or
3. Your attainment of an age at which the coverage requires life insurance to be reduced.

Health evidence will not be required. But you must apply in writing and pay the first premium to us within 31 days after that employee life insurance ceased.

Such an individual policy will not include disability benefits. The policy shall be one of the forms then normally being issued by us except term insurance. At your option, the amount of your policy may equal or be less than your employee life insurance that ceased under the group policy, but, not less than \$2,000. The premium will be determined by the form and amount of your policy, as well as by your class of risk and age on its effective date.

Group Policy Termination Or Change

All or part of your employee life insurance under this plan may cease because:

1. The *policy* is terminated; or
2. The *policy* is changed to exclude your class of employees.

If you are totally disabled (as defined below) when your insurance ceases for one of these reasons, you may exercise this RIGHT TO CONVERT just as though your status had changed as discussed before in this section. But the amount of your individual policy will not exceed: (a) the amount of your employee life insurance that ceased under this plan; reduced by (b) any amount of life insurance for which you are or become eligible under this or another group insurance plan within the next 31 days.

If you are not totally disabled when your insurance ceases for one of these reasons, you may obtain an individual policy only if: (a) you have been insured by this plan for at least five years; and (b) your employee life insurance was not fully replaced by this or another group insurance plan within the next 31 days. If these conditions are met, all other terms of this RIGHT TO CONVERT will apply as though your status had changed; but the amount of your individual policy will not exceed \$2,000.

As used here, the term "totally disabled" means that an *injury* or *illness* prevents you from performing any occupation for which you are qualified by education, training or experience. If you can engage in any such occupation, you are not deemed to be "totally disabled".

Death While Eligible To Convert

Any individual policy issued to you under this RIGHT TO CONVERT provision will become effective at the end of the 31 day period allowed for you to apply. If you should die during that 31 days, a death benefit will be paid by this coverage. This is true regardless of whether you applied for an individual policy. The amount of benefit payable will be the full amount you were entitled to convert. The benefit will be paid to the *beneficiary* you last named, whether for the group policy or a conversion policy.

ACCELERATED DEATH BENEFIT

The *policy* provides an accelerated death benefit. You may elect to receive a portion of your employee life insurance benefit while you are still living. This accelerated death benefit will be paid, provided:

1. You are in a class eligible for this benefit as shown in the SUMMARY OF BENEFITS;
2. You elect the benefit in writing on the form provided by us;
3. You submit to us written certification from a *physician* that you have a life expectancy of 12 months or less, and we approve this certification.

We reserve the right to have you examined by one or more *physicians* of our choice in connection with your claim for a accelerated death benefit. Such an examination will be done at our expense.

See the SUMMARY OF BENEFITS in this certificate to determine the maximum amount of accelerated death benefit you may elect.

Payment Provisions

The accelerated death benefit must be paid to you during your lifetime. You may elect less than the maximum benefit, but you can receive an

accelerated death benefit only once. Payment will be made in one lump sum to you. If you have received an accelerated death benefit and then you recover from the qualifying condition, you will not be required to refund the benefit paid to you.

Effect of Payment on Other Benefits

The amount of your employee life insurance will be reduced by the amount of accelerated death benefit paid to you. The remaining employee life insurance benefit, if any, will be paid in accordance with the terms of the *policy*. Any amount of employee life insurance you may have a right to convert, as explained later in this coverage, will be reduced by the amount of accelerated death benefit paid to you. The accelerated death benefit paid to you does not affect the amount of your employee accidental death and dismemberment insurance.

Payment of Premium

Premium payments must continue, and will be based on the reduced amount of your employee life insurance.

When the *group* stops paying premium for you, you are no longer eligible for an accelerated death benefit unless:

1. Your *physician* certifies that the qualifying condition was present before the date that premium payments ceased;
2. Your *physician* certifies that you have a life expectancy of 12 months or less from the date that premium payments ceased; and
3. You apply for an accelerated death benefit within 31 days from the date that premium payments ceased.

However, you will again be eligible for an accelerated death benefit when you are approved for the TOTAL DISABILITY PREMIUM WAIVER which is explained in this coverage.

Exclusions

The accelerated death benefit will not be paid if:

1. You submit written certification from your *physician* that you have a life expectancy of 12 months or less, and we disapprove this certification;
2. The reason for your life expectancy being 12 months or less is due to:
 - a. Your attempted suicide, while sane or insane; or

- b. Your intentionally self-inflicted injury;
- 3. You have received an accelerated death benefit under the *policy*;
- 4. You are required by law or court order to use your employee life insurance benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
- 5. You live in a community property state, and we have not received consent in writing from your spouse;
- 6. You are divorced, and as a part of your court approved divorce agreement all or part of your employee life insurance must be paid to your children or former spouse; or
- 7. You have assigned your rights under the employee life insurance coverage to an assignee or an irrevocable *beneficiary*, and we have not received consent, in writing, that the assignee or irrevocable *beneficiary* has agreed to payment of the accelerated death benefit to you.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

ACCIDENTAL DEATH BENEFIT

We will pay a benefit if your death occurs under these conditions:

1. the death is a result of your accidental *injury*; and
2. the *injury* occurred while you were insured by this coverage; and
3. the death occurred within 180 days of the *injury*.

This accidental death benefit will be paid when we receive due written proof that your death occurred under the conditions stated in this section. The benefit will be paid to your *beneficiary*. This benefit is the "full amount" of your accidental death and dismemberment insurance in effect under the terms of the SUMMARY OF BENEFITS of this certificate on the date the accident occurred.

BENEFIT FOR LOSS OF FINGERS, HAND, FOOT, HEARING, SPEECH OR SIGHT OR LOSS OF USE DUE TO QUADRIPLEGIA, PARAPLEGIA, HEMIPLEGIA OR UNIPLEGIA

We will pay a benefit if you incur the permanent loss of a finger, hand, foot, hearing, speech, or sight or loss of use due to paralysis of the arms and/or legs under these conditions:

1. The loss is a result of your accidental *injury* which occurred while you were insured by this coverage; and
2. The loss occurred within 365 days of the *injury*; and
3. An accidental death benefit is not payable by this coverage for the same accident.

The benefit will be paid to you when we receive due written proof of a loss as specified in this section. Your "full amount" of accidental death and dismemberment insurance will be determined under the terms of the SUMMARY OF BENEFITS of this booklet as of the date the accident occurred. The benefit to be paid is that full amount or a fraction of it as shown in the schedule below. Payment will be made for each loss without regard to prior losses. But, the total benefit to be paid for two or more losses in any one accident will not exceed your full amount of accidental death and dismemberment insurance under the *policy* on the date the accident occurred.

SCHEDULE OF LOSSES AND BENEFITS

Your full amount of coverage is payable for:

- The permanent loss of both hands; or
- The permanent loss of both feet; or
- The permanent loss of sight of both eyes; or
- The permanent loss of one hand and sight of one eye; or
- The permanent loss of one foot and sight of one eye; or
- The permanent loss of one hand and one foot; or
- The permanent loss of hearing and speech; or
- Quadriplegia; or
- Paraplegia; or
- Hemiplegia.

One-half of your full amount is payable for:

- The permanent loss of one hand; or
- The permanent loss of one foot; or
- The permanent loss of sight of one eye; or
- The permanent loss of hearing in both ears; or
- The permanent loss of speech.

One-quarter of your full amount is payable for:

- The permanent loss of thumb and index finger of same hand; or
- The permanent loss of thumbs of both hands; or
- The permanent loss of all four fingers of one hand; or
- Uniplegia.

One-eighth of your full amount is payable for:

- The permanent loss of the toes of one foot.

Reference to loss of a hand means severance at or above the wrist.
Reference to loss of a foot means severance at or above the ankle.
Reference to loss of sight means total loss of sight which cannot be recovered.

Reference to loss of hearing means total loss of hearing which cannot be recovered.

Reference to loss of speech means total loss of speech which cannot be recovered.

Reference to loss of thumb and index finger or all four fingers of one hand means severance at or above the metacarpophalangeal joints.

Reference of loss of toes of one foot means severance at or above the metatarsophalangeal joints.

Reference to quadriplegia means total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to paraplegia means total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to hemiplegia means total paralysis of upper and lower on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to uniplegia means total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

EXCLUSIONS

No benefit will be paid by this coverage for a death or loss that results from, or that is caused directly, wholly or partly by:

1. An *illness* or mental *illness*.
2. Medical or surgical treatment of *illness*, whether the loss results directly or indirectly from the treatment;
3. Any infection, unless it is pyogenic and occurs through and at the time of an accidental cut or wound;
4. Suicide or attempted suicide, while sane or insane.
5. Intentional self-injury.
6. Commission of, or attempt to commit, an assault or felony.
7. A war, or any act of war.

“War” means declared or undeclared war and includes resistance to armed aggression.

8. Participation in a riot.

“Riot” means all forms of public violence, disorder, or disturbance of the public peace by three or more persons assembled together. It does not matter whether there was common intent or not and it does not matter whether or not damage to person or property or unlawful act was the intent or the consequence of such disorder.

9. Being under the influence of any drug or substance. Conviction is not necessary for determination of being under the influence. This does not apply if you are using a drug or substance prescribed for you by a *physician*.

“Drug or substance” means any drug, narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as such act now exists, or is amended from time to time.

10. Being intoxicated. Conviction is not necessary for determination of being intoxicated.

“Intoxicated” means being legally intoxicated as determined by the laws of the jurisdiction where the accident occurred.

ADDITIONAL BENEFIT FOR COMA

Employee Only

We will pay a benefit if you enter a coma under these conditions:

1. The coma is a result of your accidental *injury* which occurred while you were insured by this coverage, not a coma that was medically induced by a physician in treating your accidental *injury*;
2. The coma commences within 90 days of the *injury*; and
3. The coma lasts continuously for at least 31 days.

The additional amount payable due to a coma is the lesser of:

- 1% of the full amount of accidental death and dismemberment insurance determined by the SUMMARY OF BENEFITS for each month that you are in a coma; or
- 1% of the difference between the full amount of insurance and the amount of any benefits paid for any loss other loss arising out of the same accident and payable under this coverage.

In no event shall the total amount paid for all benefits exceed the full amount of insurance.

The additional benefit will be payable monthly, on the first day of each month of continuous coma, but, in no event more than 100 months on behalf of you. If the amount of the monthly payments is less than \$20 each, the payment will be paid in one lump sum on the first day of the month following the date you have been continuously comatose for 12-months. No benefit will be payable after the comatose condition has ceased, whether by death, recovery or any other change of condition.

If, after qualifying for the Additional Benefit for Coma, you suffer another loss covered under this coverage, due to the same accident that caused the comatose condition, the benefit paid for such other loss will be the

benefit stated in the Schedule of Losses and Benefits reduced by the total amount of benefits paid, including this Additional Benefit for Coma paid, with respect to you as a result of that accident. If you continue to qualify for an Addition Benefit for Coma after such other loss, the amount of Additional Benefit for Coma will be re-determined in accordance with the calculation stated above.

We will require monthly proof of the continuing comatose condition. We retain the right to investigate to determine whether the coma exists and continues.

The Additional Benefit for Coma for the employee will be paid to the *beneficiary* if the employee is dead or in coma at the time of payment, otherwise, to the employee.

“Coma” and “Comatose” mean a profound state of unconsciousness from which you cannot be aroused to consciousness, even by powerful stimulation, as determined by a *physician*.

ADDITIONAL BENEFIT FOR ACCIDENTAL INJURY WHILE USING A COMMON CARRIER FOR TRANSPORTATION

This benefit is payable for your loss if a benefit is otherwise payable for the loss under the other terms of this coverage or would be payable except for the Limitation Per Accident of those terms. But, this benefit is payable only if you sustained the accidental *injury* resulting in the loss while a fare paying passenger in or on a public vehicle provided by a common carrier for passenger service.

The additional amount payable is equal to your amount of insurance under this coverage, but, not more than \$200,000.

Common Carrier means a government licensed and regulated entity that is in the business of transporting fare paying passengers. The term common carrier does not include:

- Chartered or other privately arranged transportation; or
- Taxis; or
- Limousines.

ADDITIONAL BENEFIT FOR REPATRIATION OF REMAINS

This additional benefit is payable if a benefit is payable for your loss of life under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of these terms. But, this benefit is only payable if the following conditions are met:

1. Your accidental death occurred more than 100 miles from your principal residence.
2. One or more persons have incurred expenses for the preparation and transportation of your remains to a mortuary for burial.

We will pay an additional benefit toward reimbursement of the expenses incurred by the person or persons who incurred them preparing and transporting your remains to a mortuary for burial. The total amount of the additional benefit for repatriation of remains will not be more than \$5,000.

ADDITIONAL BENEFIT FOR USING A SEAT BELT

This additional benefit is payable for your loss of life if a benefit is payable for the loss under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. But, this benefit is payable only if all of these conditions are met:

1. You were a driver or passenger in a motor vehicle.
2. The motor vehicle you were riding in was being operated by a licensed driver.
3. The driver of the motor vehicle you were riding in was not:
 - a. Intoxicated;
 - b. Impaired; or
 - c. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas, fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as it now exists or may be amended from time to time.

Intoxication and impairment will be determined by the laws of the state where the accidental *injury* was sustained. For the purpose of this part, it is not necessary for a person to be convicted of being intoxicated, impaired, or under the influence to prove such a condition existed.

4. At the time of the accident, you were using an unaltered seat belt or lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration, which had been properly installed according to the manufacture's specifications.

5. Conclusive proof, such as a police accident report, is provided that the belt or restraint was being worn by you at the time of the accident.

The additional amount payable is equal to 10% of your amount of insurance under this coverage, but, not more than \$25,000.

ADDITIONAL BENEFIT FOR HAVING AN AIR BAG

This additional benefit is payable for your loss of life if a benefit is payable for the loss under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. But, this benefit is payable only if all of these conditions are met:

1. You were a driver or passenger in a motor vehicle.
2. The motor vehicle you were riding in was being operated by a licensed driver.
3. The driver of the motor vehicle you were riding in was not:
 - a. Intoxicated;
 - b. Impaired; or
 - c. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas, fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as it now exists or may be amended from time to time.

Intoxication and impairment will be determined by the laws of the state where the accidental *injury* was sustained. For the purpose of this part, it is not necessary for a person to be convicted of being intoxicated, impaired, or under the influence to prove such a condition existed.

4. At the time of the accident, you were riding in a vehicle with an unaltered air bag approved by the National Highway Traffic Safety Administration, which had been properly installed according to the manufacture's specifications.
5. Conclusive proof, such as a police accident report, is provided that the air bag was operational at the time of the accident.

The additional amount payable is equal to 5% of your amount of insurance under this coverage, but, not more than \$5,000.

ADDITIONAL BENEFIT FOR YOUR CHILDREN'S EDUCATION

We will pay an additional benefit for the education of certain of your *children* if a benefit is payable for your loss of life under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. This benefit is payable only if, at your death, you have a *child* who is:

1. A full-time student in a *college or technical school* program; or
2. In the 12th grade of high school and will become a full-time student in a *college or technical school* program within 12 months of your death.

The additional amount payable to a *child* is equal to your amount of insurance under this coverage, but, not more than \$20,000. This additional benefit will not exceed a maximum of 4 years, which must run consecutively from the date of your death, with respect to any one *child*.

The initial benefit installment will be paid when your *child* provides written proof that he or she is a full-time student in a *college or technical school* program. Subsequent installments will be made each year provided your *child* continues to provide written proof that he or she is still a full-time student in a *college or technical school* program. The benefit will not be paid for expenses incurred prior to your death, or for room, board or other ordinary living, traveling or clothing expenses. If your *child* is a minor, your *child's* legal guardian may file due written proof that your child is a full-time student in a *college or technical school* program. Payment to the legal guardian will discharge our responsibility with respect to the amount so paid.

BENEFICIARY

Unless you have made an assignment which limits your right to do so (see GENERAL PROVISIONS: ASSIGNMENT), you alone have the right to name your "*beneficiary*". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the *group* for entry in the *plan's* records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit we may have already paid will be deducted from the amount payable to the new *beneficiary*.

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

Alternate Payment Provisions

If there is no living beneficiary when your death occurs, or none has been named, the death benefit will be paid to the executors or administrators of your estate. If there is no executor or administrator, the insurer may at its option: (a) pay the benefit to your then-living spouse or domestic partner; or (b) if there is no living spouse or domestic partner, pay equal shares of the benefit to your then-living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living.

NO RIGHT TO CONVERT

If your Employee Accidental Death and Dismemberment Insurance ceases or is reduced, you can not "convert" that group insurance to an individual policy.

HOW COVERAGE BEGINS AND ENDS

HOW COVERAGE BEGINS

ELIGIBLE STATUS

Permanent *full-time employees*, Retired and Active Chancellors, and Active Elected Board Members are eligible to enroll as *insured employees*. A *full-time employee* is one who works at least 20 hours a week in the conduct of the business of the *group*.

ELIGIBILITY DATE

You become eligible for coverage on the first day of the month coinciding with or following your date of hire. (This is your "waiting" period.)

Exceptions to the Waiting Period:

1. If, after you have completed the waiting period, you cease to be eligible due to termination of employment, and you return to an eligible status within six months after the date your employment terminated, you will become eligible on the first day of the month following the date you return.
2. If you were covered under the *prior plan*, the time you spent under the *prior plan* will be used to satisfy, or partially satisfy, your waiting period under this *plan*.

APPLICATION FOR ENROLLMENT

To enroll as an *employee*, you must properly file an application. An application is considered properly filed, only if it is personally signed, dated, and given to the *group* within 31 days from your eligibility date. If you do not properly file your application, your coverage may be denied.

EFFECTIVE DATE

Your effective date of coverage is subject to following requirements. If these requirements have been met, the date you become covered is your eligibility date.

Requirements referred to above:

1. You are eligible to be an *insured employee*;
2. Your class is included for that insurance;
3. You have met any health evidence requirement to be an *insured employee*;

4. Your insurance is not being delayed under the DELAY OF EFFECTIVE DATE section below; and
5. That insurance coverage is part of the *policy*.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

When health evidence is required. In any of these situations, you must give health evidence to us. This requirement will be met when we decide the evidence is satisfactory.

1. If the insurance is contributory:
 - a. You enroll more than 31 days after you are first eligible.
 - b. You enroll after any of your insurance under the *policy* ends because you did not pay a required contribution.
2. You wish to become insured for life insurance and have an individual life insurance policy which you obtained by converting your insurance under a coverage on the *policy*.
3. You have not met a previous health evidence requirement to become insured under any Anthem Blue Cross Life and Health *policy* covering *employees* of the *group*.

DELAY OF EFFECTIVE DATE

Your insurance under a coverage will be delayed if you do not meet the *actively at work requirement* on the day your insurance would otherwise begin. Instead, it will begin on the first day you meet the *actively at work requirement* and other requirements for the insurance. The same delay provision will apply to any change in your insurance that is subject to this section. If you do not meet the *actively at work requirement* on the day that change would take effect, it will take effect on the first day you meet that requirement.

HOW COVERAGE ENDS

Your coverage ends, without notice from us, as provided below:

1. If the *policy* terminates, your coverage ends at the same time. The *policy* may be canceled or changed without notice to you.
2. If the *group* no longer provides coverage for the class of *insured persons* to which you belong, your coverage ends on the effective date of that change.

3. Coverage ends at the end of the period for which premium has been paid to us on your behalf when the required premium for the next period is not paid.
4. If you voluntarily cancel coverage at any time, coverage ends on the premium due date coinciding with or following the date of voluntary cancellation, as provided by written notice to us.
5. If you no longer meet the requirements set forth in the "Eligible Status" provision of HOW COVERAGE BEGINS, your coverage ends as of the premium due date coinciding with or following the date you cease to meet such requirements.

Exception to Item 5:

Leave of Absence. If you are an *insured employee* and the *group* pays premium to us on your behalf, your coverage may continue: (i) for up to three months during a temporary leave of absence approved by the *group*; (ii) for up to six months during a temporary leave of absence due to illness; or (iii) during a leave of absence that is in compliance with the Family Medical Leave Act.

You may also be entitled to continued benefits under terms which are specified elsewhere under EMPLOYEE LIFE INSURANCE: TOTAL DISABILITY PREMIUM WAIVER and RIGHT TO CONVERT.

GENERAL PROVISIONS

ASSIGNMENT

You may wish to assign ownership of any death benefits to someone else. The *policy* allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance; and (c) any accidental death insurance under this plan. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named. We will not decide if an assignment does what it is intended to do. We assume no liability for the validity of any assignment and may rely solely on the assignee's statement as to his interest. Any such assignment will take effect for us only on the date it is received at our Home Office.

This paragraph applies only to insurance for which you had the right to choose a beneficiary, when you have assigned that right. If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no beneficiary chosen by the assignee, it will be payable to:

1. The assignee, if living; or
2. The estate of the assignee, if the assignee is not living.

It will not be payable as stated in the BENEFICIARY section.

CLAIM PROVISIONS

Notice of Claim. You, or someone on your behalf, must give us written notice of a claim within 20 days after you incur a loss under this plan, or as soon as reasonably possible thereafter.

Claim Forms. After we receive a written notice of claim, we will give you any forms you need to file proof of loss. If we do not give you these forms within 15 days after you have filed your notice of claim, you will not have to use these forms, and you may file proof of loss by sending us written proof of the occurrence giving rise to the claim. Such written proof must include the extent and character of the loss.

Proof of Loss. You must send us properly and fully completed claim forms within 90 days of the date you receive the service or supply for which a claim is made. If it is not reasonably possible to submit the claim within that time frame, the claim will still be considered valid if the proof is submitted as soon as reasonably possible. Except in the absence of legal capacity, we are not liable for the benefits of the *plan* if you do not

file claims within the required time period. We will not be liable for benefits if we do not receive written proof of loss on time.

Timely Payment of Claims. Any benefits due under this *plan* shall be due once we have received proper, written proof of loss, together with such reasonably necessary additional information we may require to determine our obligation.

Physical Examination. At our expense, we have the right and opportunity to examine any *insured person* claiming benefits when and as often as reasonably necessary while a claim is pending.

Legal Actions. No attempt to recover on the plan through legal or equity action may be made until at least 60 days after the written proof of loss has been furnished as required by this plan. No such action may be started later than three years from the time written proof of loss is required to be furnished.

WORKERS' COMPENSATION INSURANCE

The *policy* does not affect any requirement for coverage by workers' compensation insurance. It also does not replace that insurance.

ENTIRE POLICY

This certificate, including any amendments and endorsements to it, is a summary of your benefits. It replaces any older certificates issued to you for the coverages described in the SUMMARY OF BENEFITS. All benefits are subject in every way to the entire *policy* which includes this certificate. The terms of the *policy* may be changed only by a written endorsement signed by one of our authorized officers. No agent or employee has any authority to change any of the terms, or waive the provisions of, the *policy*.

LIABILITY FOR STATEMENTS

This limits our use of your statements in contesting an amount of an insurance for which you are insured. These are statements made to persuade us to effect an amount of insurance or accept you for insurance. They will be considered to be made, in the absence of fraud, to the best of your knowledge and belief. These provisions apply to each statement:

1. It will not be used in a contest to avoid or reduce that amount of insurance unless:
 - a. It is a written application signed by you; and

- b. A copy of that application is or has been furnished to you or your *beneficiary*.
2. It will not be used:
- a. If it relates to a claim, in the contest after that amount of insurance has been in force, before the contest, for at least two years during your lifetime.
 - b. If it relates to your insurability, to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.

MISSTATEMENT OF AGE

If the age of any *insured person* has been misstated, the premium may be adjusted. If the amount of insurance would be affected by such misstatement, it will be changed to the amount the *insured person* would have had at the correct age. The premium will be based on the correct age and amount.

DEFINITIONS

The meanings of key terms used in this certificate are shown below. Whenever any of the key terms shown below appear, it will appear in italicized letters. When any of the terms below are italicized in your certificate, you should refer to this section.

Actively at work requirement is a requirement that you be actively at work on a full time basis at the *group's* place of business, or at any other place that the *group's* business requires you to go.

Anthem Blue Cross Life and Health Insurance Company (Anthem Blue Cross Life and Health) is the company which insures the benefits of the *plan*.

Beneficiary means a person or entity named, in a form and manner approved by us, to receive benefits for loss of life.

Child is your or your *spouse's* unmarried natural child, stepchild, or legally adopted child, subject to the following:

- a. The child depends on you or your *spouse* for financial support. A child is considered financially dependent if he or she qualifies as a dependent for federal income tax purposes.
- b. The unmarried child is under twenty-three years of age. In the case of a child over age 19, he or she is enrolled as a full-time student (for 12 or more credits) in a *college or technical school*.

College or technical school means a properly accredited two year community college, four year college or university, or an accredited post-high school trade or technical school.

Contributory Insurance; non-contributory insurance. Contributory insurance is insurance for which the *group* has the right to require your contributions. Non-contributory insurance is insurance for which the *group* does not have the right to require your contributions. The Summary of Benefits shows whether insurance under a coverage is *contributory insurance* or *non-contributory insurance*.

Effective date is the date your coverage begins under this *plan*.

Employee insurance means insurance on the person of an *employee*.

Full-time employee meets the *plan's* eligibility requirements for full-time employees as outlined under HOW COVERAGE BEGINS AND ENDS.

Group refers to the business entity to which we have issued this *policy*. The name of the group is CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT.

Illness is any disorder of the body or mind of an *insured person*, but, not an *injury*; pregnancy, of an *insured person*, including abortion, miscarriage or childbirth.

Injury is physical harm to the body of an *insured person*. Injury does not include illness or infection (unless it is pyogenic and occurs through and at the time of an accidental cut or wound).

Physician means a licensed practitioner of the healing arts acting within the scope of their license.

Plan is the set of benefits described in this booklet and in the amendments to this booklet (if any). This plan is subject to the terms and conditions of the *policy* we have issued to the *group*. If changes are made to the plan, an amendment or revised booklet will be issued to the *group* for distribution to each *employee* affected by the change. (The word "plan" here does not mean the same as "plan" as used in ERISA.)

Policy is the Group Policy we have issued to the *group*.

Prior plan is a plan sponsored by the *group* which was replaced by this *plan* within 60 days. You are considered covered under the prior plan if you: (1) were covered under the prior plan on the date that plan terminated; (2) properly enrolled for coverage within 31 days of this *plan's* effective date; and (3) had coverage terminate solely due to the prior plan's termination.

We (us, our) refers to Anthem Blue Cross Life and Health Insurance Company.

You (your) refers to the *insured employee* who is enrolled for benefits under this *plan*.

