

Voluntary Group Accident  
Insurance Certificate

Butte County



**ACCIDENT ONLY  
CERTIFICATE OF INSURANCE**

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
1601 CHESTNUT STREET, PHILADELPHIA, PA. 19192  
A STOCK INSURANCE COMPANY

(Please refer to the Policy Number or the Certificate Number in any communication concerning this insurance.)

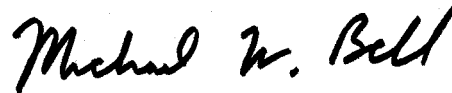
We, the Life Insurance Company of North America, have issued a group insurance policy to the Organization named on the Certificate Schedule. The Schedule also shows the group policy number.

We certify that we insure all employees (or members) of the Organization who are in an eligible class described in the Schedule. Your coverage begins on the date you become eligible. This does not apply if you are not regularly performing the duties of your occupation on the date your coverage would begin. In that case, your coverage will start on the date you return to those duties.

Your benefits are described in this Certificate. You should read it with care so you will understand your coverage. This is not the insurance contract. The group policy is the only contract under which benefits are paid. You may examine it at the office of the Organization.

This Certificate replaces any certificates which may have been issued to you in the past under this group policy.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**



Michael W. Bell, President

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**CERTIFICATE SCHEDULE**

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Policyholder: Butte County  
Policy Number: OK 811072  
Plan Effective Date: September 1, 1989  
Reissue Effective Date: January 1, 2001

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**Eligible Class(es):**

**Description of Eligible Persons:**

Class I  All Permanent, regular help Employees who work 18 or more hours per week or 1,000 or more hours per year.   If the Employee elects the Family Plan coverage, eligible dependents are: Spouse under age 70 and dependent children from birth to age 19 or 25 if full-time students at an accredited school or college.

**Applicable Coverage and Principal Sum Amount per person:**

Applicable Coverage	Principal Sum Amount
Class I <input type="checkbox"/> Employee Only Plan <input type="checkbox"/> Accidental Death and Dismemberment, Speech and Hearing, Paralysis, Seatbelt and Conversion <input type="checkbox"/> <input type="checkbox"/> Family Plan <input type="checkbox"/> Accidental Death and Dismemberment, Speech and Hearing, Paralysis, Seatbelt, Conversion and Increased Dependent Child Benefit	Employee: \$25,000; \$50,000; \$100,000; \$150,000; \$200,000; or \$250,000  Employee: \$25,000; \$50,000; \$100,000; \$150,000; \$200,000; or \$250,000 <input type="checkbox"/> See Family Plan Rider LM-9L77 <input type="checkbox"/> Spouse Maximum: \$125,000 <input type="checkbox"/> Child Maximum: \$37,500

Maximum benefit amounts in excess of \$150,000 are subject to 10 times Basic Annual Earnings.

Basic Annual Earnings is defined as the employee's base annual salary, exclusive of overtime, bonuses or any other additional compensation.

## TERMINATION

Your coverage will end when any of these things happen:

- 1) On the date that the group policy is terminated.
- 2) On the next premium due date on or after your 70th birthday.
- 3) On the next premium due date, if you enter full time military service for more than 30 days.
- 4) On the next premium due date, if you are no longer in an eligible class.
- 5) At the end of the period for which you have paid your premium, if you do not pay the required premium contribution. This is subject to the 31 day grace period.

## FAMILY PLAN COVERAGE

If "Family Plan" is selected, we certify that the family members described below are also covered:

- a) Your spouse, while he or she is under age 70.
- b) Your unmarried children from the moment of birth until 19 years of age (under 25 years of age if the child is enrolled full time in an accredited school or college). This includes stepchildren, foster children, legally adopted children, and children of adopting parents pending adoption procedures. To be covered, a child must: (1) have his or her principal residence with you; and (2) chiefly rely on you for support and maintenance.

**Newborn Children** - Your newborn children are automatically covered from the moment of birth until they are 31 days old. After this time, the child will remain covered only if we have received written notice of the birth and payment of the correct premium. Notice is not required if you are already paying the family plan premium.

**Termination** - If you have family plan coverage, a family member's coverage will end:

- 1) when your coverage ends; or
- 2) on the next premium due date, if the family member is no longer eligible; or
- 3) at the end of the period for which you have paid the family plan premium, if you do not pay the required premium contribution. This is subject to the 31 day grace period.

**Handicapped Dependents** - Coverage may be kept in force for any child who reaches the age limit, and is both: (1) totally incapable of self-sustaining employment due to a physical or mental handicap; and (2) chiefly dependent on you for support and maintenance. To keep this coverage in force, you must give us proof of the child's incapacity and dependence not more than 31 days after the child reaches the age limit. We may require proof from time to time, but not more than once a year after the 2 years that follow the date that the child reaches the age limit.

## SCOPE OF COVERAGE

We will pay benefits for loss from bodily injuries:

- a) caused by an accident which happens while a person is covered by the policy; and
- b) which directly, and from no other cause, result in a covered loss (see the Description of Coverage).

We will not pay benefits if the loss was caused by:

- a) sickness, disease or bodily infirmity; or
- b) any of the exclusions listed on the next page.

**YOU ARE COVERED FOR ACCIDENTS ONLY.  
THE POLICY DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.  
READ YOUR CERTIFICATE WITH CARE.**

## EXCLUSIONS

No benefits will be paid for loss resulting from:

1. Intentionally self-inflicted injuries, or any attempt thereat, while sane or insane (in Missouri, while sane).
2. Declared or undeclared war or act of war.
3. Accident which occurs while the covered person is serving on full time active duty for more than 30 days in any armed forces. (Send us proof of service. We will refund any premium paid for this time.) (Reserve or National Guard active duty for training is not excluded.)
4. Travel or flight (including getting in or out, on or off) in any aircraft or device which can fly above the earth's surface, if:
  - A. the aircraft or device is being used:
    - (1) for test or experimental purposes; or
    - (2) by or for any military authority (Aircraft flown by the U.S. Military Airlift Command (MAC) or a similar service of another country are not excluded); or
    - (3) for travel, or is designed for travel, beyond the earth's atmosphere; or
    - (4) by or for the named organization or any of its subsidiaries or affiliates (This exclusion applies whether the aircraft or device is owned, leased, operated or controlled, as defined. Chartered aircraft, as defined, are not excluded); or
  - B. the Insured is:
    - (1) serving as pilot or crew member (or student taking a flying lesson) and is not riding as a passenger; or
    - (2) hang gliding; or
    - (3) parachuting, except when the covered person has to make a parachute jump for self-preservation.
5. The commission of a felony by the Insured.
6. Sickness, disease, or bodily infirmity. (Bacterial infection resulting from an accidental cut or wound or accidental ingestion of a poisonous food substance are not excluded.)

## DEFINITIONS

"Owned aircraft" means one to which the organization holds legal or equitable title. It may use, alter or sell its property as it wishes.

"Leased aircraft" means one the organization does not own. It may use the aircraft as it wishes for the term of the written lease. The time will be longer than a few days or one or two trips. It may not alter or sell the aircraft without the consent of the owner.

"Operated or controlled aircraft" means one the organization does not own. It will be leased, rented or borrowed for more than 10 straight days. The organization may use it as it wishes. It may not alter or sell the aircraft without consent of the owner.

"Chartered aircraft" means one the organization does not own. It will be hired for one purpose or one trip or for general use. The time the organization has it may not exceed 10 straight days, nor more than 15 days in any one year. One or more aircraft hired on a regular or frequent basis are not chartered.

## PROVISIONS

### **NOTICE OF CLAIM:**

Written notice must be given within 30 days (Kentucky: 60 days) after a covered loss begins, or as soon as reasonably possible. Notice may be given to us, at our home office at Philadelphia, Pennsylvania, or to our agent. This notice should include your name, address, and the policy number.

### **CLAIM FORMS:**

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days, the proof requirements will be met by submitting, within 90 days, written proof of the nature and extent of the loss.

### **PROOF OF LOSS:**

Written proof must be given to us within 90 days after the date of loss. If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible.

### **TIME OF PAYMENT OF CLAIMS:**

Benefits for loss covered by the policy will be paid as soon as we receive proper written proof of such loss.

### **PAYMENT OF CLAIMS:**

Loss of life benefits will be paid to the beneficiary named in our files. The benefits can be paid in one lump sum; or, at your written request, in accordance with one of our available settlement plans. If you have not chosen any such settlement plan, the beneficiary may do so after your death. The beneficiary should request in writing to be paid from an available settlement plan. We must agree to the plan chosen. If there is no surviving beneficiary, your loss of life benefits will be paid in one lump sum to the first surviving class of the following classes of beneficiaries: (a) wife or husband; (b) child or children; (c) mother or father; (d) sisters or brothers. If there is no surviving member of any of the above classes, the benefits will be paid to your estate. All other benefits will be paid to you. If we are to make payments to your estate, or to a family member who is incapable of giving a valid release, we may pay up to \$1000 to a relative by blood or marriage who we believe is equitably entitled to it. This does not apply where the total payment will be over \$1000. This good faith payment satisfies our legal duty to the extent of that payment.

### **PHYSICAL EXAMINATIONS AND AUTOPSY:**

We will pay the cost and have the right to have the covered person examined as often as reasonably necessary while a claim is pending. We may have an autopsy made, at our expense, unless prohibited by law. (Autopsies are not permitted in Massachusetts, Mississippi and South Carolina.)

### **LEGAL ACTIONS:**

No legal action to get policy benefits may be brought less than 60 days nor more than 3 years (Kansas: 5 years; South Carolina: 6 years) after written proof of loss has been furnished as required by the policy.

### **CHANGE OF BENEFICIARY:**

The beneficiary may be changed at any time. The beneficiary's consent is not required. No change is binding until we receive written notice of it.

### **WORKERS' COMPENSATION INSURANCE:**

The policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation insurance.

## DESCRIPTION OF COVERAGE

### **Benefits for Accidental Loss of Life, Limb, Sight, Speech, Hearing and Paralysis:**

If within one year from the date of accident covered by the policy, bodily injuries result in: (1) the death of the Insured; or (2) dismemberment, loss of sight, speech, hearing or paralysis, we will pay the benefits provided for such loss; provided, however, that if the Insured sustains more than one such loss as the result of any one accident, we will pay only the one largest amount to which the Insured is entitled. This amount will not exceed the Principal Sum.

Loss of Life.....	The Principal Sum
Loss of Two or More Members .....	The Principal Sum
Loss of Speech and Hearing (both ears).....	The Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs) .....	The Principal Sum
Loss of One Member.....	One-Half The Principal Sum
Paraplegia (total paralysis of both lower limbs) .....	One-Half The Principal Sum
Loss of Speech .....	One-Half The Principal Sum
Loss of Hearing (both ears).....	One-Half The Principal Sum
Hemiplegia (total paralysis of upper and lower limbs on one side of body).....	One-Half The Principal Sum
Loss of Thumb and Index Finger of the same hand.....	One-Quarter The Principal Sum

"The Principal Sum" is stated elsewhere in the Policy.

"Member" means hand, foot, and eye.

"Loss" means, with regard to hand or foot, complete severance through or above the wrist or ankle joint; loss of an eye means total and irrecoverable loss of sight; loss of speech means complete inability to communicate audibly in any degree; loss of hearing means irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; loss of thumb and index finger means severance of each through or above the joint closest to the wrist. (In California, loss of a thumb and index finger means loss by complete severance of at least one whole phalanx of each.) (In South Carolina, the loss of four whole fingers from one hand equals the loss of one hand.)

"Paralysis" means loss of use, without severance, of a limb. This loss must be determined by a physician to be complete and not reversible.

"Severance" means complete separation and dismemberment of the limb from the body.

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**FAMILY PLAN RIDER**

This rider amends the policy or certificate to which it is attached. It takes effect and expires at the same time as such policy or certificate.

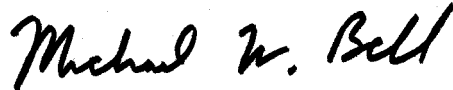
**Eligibility:** The "Family Plan" provides coverage for: (1) the Insured employee or member; (2) the Insured's spouse; and (3) the Insured's dependent children (as defined in the policy or certificate).

**Benefits:** Benefits for all covered persons are based upon the Insured's Principal Sum amount as follows:

(1)	Insured and Spouse (Children not covered):		
	Insured	100%	of the Principal Sum
	Spouse	50%	of the Principal Sum
(2)	Insured and Spouse and Children covered:		
	Insured	100%	of the Principal Sum
	Spouse	40%	of the Principal Sum
	Each Child	10%	of the Principal Sum
(3)	Insured and Children (Spouse not covered):		
	Insured	100%	of the Principal Sum
	Each Child	15%	of the Principal Sum

No other policy provision or condition is changed in any way by this rider.

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**AMENDATORY RIDER**

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force.

In return for the premium, the benefit below is added.

**INCREASED DEPENDENT CHILD BENEFIT**

**INCREASED DEPENDENT CHILD BENEFIT FOR ACCIDENTAL LOSS OF LIMB, SIGHT, SPEECH, HEARING AND PARALYSIS:**

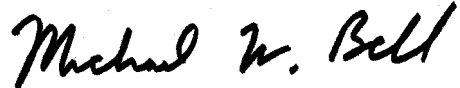
If a Dependent Child (as defined in the policy or certificate) receives bodily injuries which result in a Covered Loss, then we will pay double the Benefit Amount up to a maximum of \$50,000.

If the Dependent Child sustains more than one Covered Loss from a single Covered Accident, then we will pay double the Benefit Amount only for the one largest amount to which the Dependent Child is entitled.

LIMITATION: The Maximum Benefit Amount payable under the policy as a result of the Accidental Death of a Dependent Child is \$37,500.

Except for the above, this rider does not change the policy in any way.

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This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force.

**SEATBELT BENEFIT**

We will pay an additional accidental death benefit of a minimum of \$1,000 per covered person up to a maximum of 10% of the covered person's benefit not to exceed \$10,000. We will pay this benefit if a covered person suffers loss of life, as the result of a covered accident which occurs while he is driving or riding in a Private Passenger Car, if:

- 1) The car is equipped with seatbelts; and
- 2) The seatbelt was in actual use and properly fastened at the time of the accident; and
- 3) The position of the seatbelt is certified in the official report of the accident; or by the investigating officer. A copy of the police accident report must be submitted with the claim.

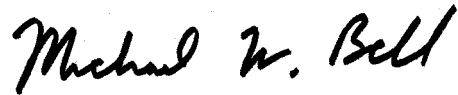
If such certification is not available, and it is unclear whether the covered person was properly wearing a seatbelt, then we will pay a fixed benefit of \$1,000 to the designated beneficiary.

“Private Passenger Car” means: a validly registered four-wheel private passenger car (including Policyholder owned cars), station wagons, jeeps, pick-up trucks, and van-type cars.

In the case of a child, seatbelt means a child restraint, as required by the state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of an accident.

Except for the above, this rider does not change the policy in any way.

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**EXTENDED COVERAGE RIDER**

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force.

All reference to employee age limitations in the Eligibility and Termination provisions are deleted. In return for the premium, the following benefit is added.

We will pay benefits for loss resulting from a covered accident for an employee age 70 and over as follows:

<b>AGE AT DATE OF LOSS</b>	<b>BENEFIT AMOUNT BASED ON SELECTED PRINCIPAL SUM</b>
70 - 74	65%
75 - 79	45%
80 - 84	30%
85 AND OVER	15%

Eligibility for conversion will continue to end at age 70.

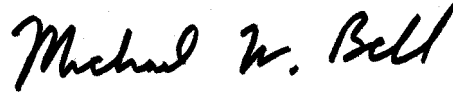
If the Family Plan is elected, coverage for a dependent spouse will end at age 70. Accidental Death and Dismemberment benefits for insured dependents will be based on the Employee's Selected Principal Sum. All other plan benefits that are based on the Employee's Principal Sum will be computed according to the schedule above.

Premiums are based on the Selected Principal Sum prior to the reduction outlined above.

"Selected Principal Sum" means the Principal Sum stated in the Policy Schedule.

Except for the above, this rider does not change the policy in any way.

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This rider amends the policy or certificate to which it is attached and ends at the same time. The following provision is added.

### CONVERSION PRIVILEGE

We will issue a converted policy to you (the Insured) if the accidental death insurance under the policy or certificate ends for any of the following reasons:

- a) employment or membership ends; or
- b) eligibility ends (except for age); or
- c) the group or blanket policy or plan ends.

**Age:** You must be under age 70 to get a converted policy.

**Health:** We will not ask for your proof of insurability.

**Application:** To get a converted policy, you must: (1) apply within 31 days after group coverage ends; and (2) pay the first premium. If you have assigned ownership of your group coverage, the owner must apply for you.

**Cost:** Your premium will be based on: (1) the class of risk to which you belong; (2) your age; and (3) the form and the amount of coverage issued.

**Effective Date:** Your converted policy will take effect on: (1) the date group coverage ends; or, if later, (2) the date you apply for the converted policy.

**Benefits:** The converted policy will cover accidental death and dismemberment. The amount you apply for must be: (1) in \$1,000 increments; and (2) not less than \$25,000 nor more than the amount of your group insurance if greater than \$25,000; and not more than \$250,000.

**Exclusions:** The converted policy may exclude the hazards or conditions that apply to your group coverage at the time it ends. We will reduce payment under the converted policy by the amount of any benefits paid under the group policy if both cover the same loss.

**Dependents:** Dependents may also convert group coverage when they cease to be eligible for any reason except age.

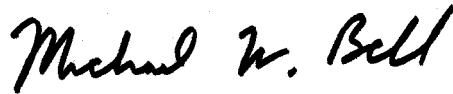
**Renewability:** The converted policy may provide that it can be renewed on any anniversary with the consent of the Company subject to a maximum age limit.

**Prior Converted Policy:** If you convert your group coverage and later again be insured under the same group plan, you may not convert a second time unless: (1) you give us, at your expense, proof of your insurability; or (2) the prior converted policy is no longer in force.

**State Laws:** If the converted policy we provide in the state where the group policy was issued cannot lawfully be provided in the state where you reside at time of conversion, you may choose a form that is available for conversion in your state.

No other policy provisions or condition is changed in any other way by this rider.

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**UNDERWRITTEN BY:  
LIFE INSURANCE COMPANY OF NORTH AMERICA  
a CIGNA company**

**CLASS 1  
06/2000**



CIGNA Group Insurance  
Life • Accident • Disability