

# **Voluntary Term Life Insurance**

**Retiree Benefit Booklet** 

TULSA COMMUNITY COLLEGE F019262-0001 Class 1-03

# **Dearborn Life Insurance Company**

Administrative Office: 701 E. 22nd Street Lombard IL 60148

Mikael M. Watwes.

(A stock life insurance company, herein called "We" "Us" or "Our")

# Having issued Group Policy No. F019262-0001

(herein called the Policy)

to

# TULSA COMMUNITY COLLEGE

(herein called the Policyholder)

# **Group Insurance Certificate (OK)**

CERTIFIES that *You* are insured, provided that *You* qualify under the ELIGIBILITY AND EFFECTIVE DATES provision, become insured and remain insured in accordance with the terms of the *Policy*. *Your* insurance is subject to all the definitions, limitations and conditions of the *Policy*, and it takes effect as stated in the ELIGIBILITY AND EFFECTIVE DATES provision.

This Certificate describes *Your* eligibility for benefits and the terms and provisions of the *Policy*. It replaces and cancels any other Certificate previously issued to *You* under the *Policy*.

If the terms and provisions of the Group Insurance Certificate (issued to *You*) are different from the *Policy* (issued to the *Policyholder*), the *Policy* will govern. *Your* coverage may be canceled or changed in whole or in part under the terms and provisions of the *Policy*.

# READ YOUR CERTIFICATE CAREFULLY

Signed for Dearborn Life Insurance Company

Yol Korly

Secretary President

Voluntary Group Term Life Insurance Certificate

Non-Participating

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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# SCHEDULE OF BENEFITS

**POLICYHOLDER:** TULSA COMMUNITY COLLEGE

**POLICY NUMBER:** F019262-0001

**EFFECTIVE DATE:** January 1, 2017Rewritten: Effective January 1 2023

ELIGIBILITY: Class 03 ALL RETIREES WITH A RETIREMENT DATE ON OR AFTER 1/01/2017 of

the Policyholder. An Eligible Retiree is one:

Eligibility Waiting Period: Current Retirees: None

New Retirees: None

**Policyholder Contribution:** Voluntary Life 0% of premium

Supplemental AD&D 0% of premium

# **GROUP TERM LIFE INSURANCE**

Retiree Voluntary Life Benefit Amount The total of the Employee's Elected (not age reduced) Supplemental

Life Benefit in force plus any in force Voluntary Life, if applicable, in increments of \$10,000, not to exceed \$200,000. Any retirees with a combined total benefit amount not in \$10,000 increments will be rounded down to the next nearest \$10,000 increment without being subject to Evidence of Insurability. Any combined total benefit amount over \$200,000 will be subject to Evidence of Insurability. Retiree

coverage is not extended to dependents.

Guarantee Issue Benefit Limit Retiree Voluntary: \$200,000

Amounts in excess of the Guarantee Issue Benefit Limit are subject to

satisfactory Evidence of Insurability

*Voluntary*: Benefit amounts may be subject to Guarantee Issue limits based on participation levels as determined by *Us*. Any Guarantee Issue Limits established are only available during Your group's initial enrollment and for new employees who have met the Eligibility requirements. *Employees* must enroll within 31 days of their eligibility

date to qualify for any established Guarantee Issue.

**Reduction of Benefits** Voluntary Group Term Life benefits reduce by 35% at age 65 and

further reduce by 50% of the original amount at age 70.

# ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

# Who is eligible for this insurance?

The eligibility for this insurance is as indicated in the Schedule of Benefits.

The *Eligibility Waiting Period* is set forth in the *Schedule of Benefits*.

# Are Retirees Eligible?

Yes, but only if the *Policyholder*:

- 1. has defined retirees as an eligible class on his Application; and
- 2. has agreed to pay at least 0% of the premium for retiree coverage.

# When does Your Contributory insurance become effective?

**Contributory** means *You* pay all or a portion of the premium for this insurance coverage.

You may apply for Voluntary insurance coverage at initial enrollment. Your coverage will become effective as follows:

*Your Contributory* coverage for amounts up to the Guarantee Issue Benefit Limit will become effective on the latest of the following dates:

- 1. If *You* enroll for coverage prior to the *Policy* effective date and *Evidence of Insurability* is not required, the *Policy* effective date;
- 2. If *You* enroll for coverage within 31 days of *Your* eligibility date, on the first of the month that falls on or next follows the date *You* sign the *Enrollment Form*;

**Enrollment Form** means the application *You* complete to apply for coverage under the *Policy*.

Evidence of Insurability means a statement of Your medical history which We will use to determine if You are approved for coverage. Evidence of Insurability will be provided at Our expense if You enroll within 31 days after Your eligibility date. Evidence of Insurability will be provided at Your expense if You are a late applicant, which means You enroll for insurance more than 31 days after Your eligibility date.

# What happens if We are replacing an existing Policy? Is continuity of coverage provided?

If You were insured for coverage under the Prior Policy on the day immediately preceding Our Policy's Effective Date, and subject to the payment of premiums when due, We agree to provide continuity of coverage for You if You are not Actively at Work on Our Policy Effective Date. If Your coverage is extended under this provision, You are not eligible for Waiver of Premium benefits under Our Policy.

Coverage under this provision will end on the earlier of:

- 1. The date *You* return to *Active Work*, at which time *You* may be covered as an *Actively at Work Insured* under *Our Policy*;
- 2. The last day of the 12th month following *Our Policy* Effective Date;
- 3. The last day You would have been covered under the Prior Policy had the Prior Policy not terminated;
- 4. The date You are approved for Waiver of Premium under the Prior Policy; or
- 5. The date insurance terminates for one of the reasons stated in the Termination Provisions of Our Policy

The amount of coverage provided will be the lesser of

- 1. The amount of coverage *You* had under the *Prior Policy*, or;
- 2. The amount of coverage You are eligible for under Our Policy

Reduced by any amount

- 1. In-force, paid or payable under the *Prior Policy*, or
- 2. Which would have been payable if timely election had been made under the *Prior Policy*.

*Prior Policy* means the group term life insurance policy issued to the *Policyholder* whose coverage terminated immediately prior to *Our Policy* Effective Date.

# Changes to Your coverage

A change in Your coverage may occur if:

- 1. You Enroll for a different coverage option; or
- 2. There is a *Policy* change; or
- 3. You enter another class and become eligible for a change in benefits.

If *You* are eligible for additional coverage due to a *Policy* change, the additional coverage will be effective on the date the *Policy* change is effective, as requested by the *Policyholder* and agreed upon by *Us*.

Additional coverage for reasons other than a Policy change will be effective as indicated in the "When Does Your Contributory insurance become effective?" section, or the later of:

- 1. The date You enroll for the additional coverage; or
- 2. The date You become eligible for the additional coverage, if enrollment is not required; or
- 3. The date We approve Your coverage if Evidence of Insurability is required.

# TERM LIFE INSURANCE BENEFIT

# THIS BENEFIT ONLY APPLIES TO YOU IF YOU HAVE ELECTED TERM LIFE INSURANCE AND YOU HAVE PAID OR AGREED TO PAY THE APPLICABLE PREMIUM.

# When is a Life Insurance Benefit payable?

We will pay Your beneficiary the amount of life insurance in force as of the date of Your death provided:

- 1. You are insured under the Policy on the date of death, and
- 2. We receive *Proof* of death within two (2) years after the date of death.

We will determine the amount of insurance payable based upon the Schedule of Benefits.

# Are Life Insurance Benefits payable for death by suicide?

Life Insurance benefits including Waiver of Premium, and Accelerated Death Benefits, will not be payable for a loss caused by suicide or attempted suicide, while sane or insane, within one (1) year from the effective date of *Your* Term Life Insurance or the effective date of any increased amount of life insurance. *Our* liability for a death claim by suicide will be limited to the return of premium paid for this life insurance.

#### If You:

- 1. were covered for Voluntary life insurance under a prior carrier's policy; and
- 2. were insured under the *Policy* on its effective date;
- 3. and there was no lapse in coverage,

We will consider the time You were covered under the Policy and under the prior carrier's policy in determining if benefits are payable for death by suicide. The death benefit, if payable under this provision, will be the lesser of the benefit under the Policy or the benefit under the prior carrier's policy.

# Who will receive Your Life Insurance Benefits?

Your beneficiary designation must be made on a form which We provide or on a form accepted by Us. If two or more beneficiaries are named, payment of proceeds will be apportioned equally unless You had specified otherwise. The Policyholder may not be named as beneficiary. Unless You provide otherwise, if a beneficiary dies before You, We will divide that beneficiary's share equally between any remaining named beneficiaries.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will not make payment until a claim is made by the person or entity which, by court order, has been granted control of the estate of such beneficiary. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

# Facility of Payment

If no named beneficiary survives You or if You do not name a beneficiary, We will pay the amount of insurance:

- 1. to Your spouse, if living; if not,
- 2. in equal shares to Your then living natural or legally adopted children, if any; if none,
- 3. in equal shares to Your father and mother, if living; if not,
- 4. in equal shares to *Your* brothers and/or sisters, if living; if not,
- 5. to *Your* estate.

If any benefits under this provision are to be paid to *Your* estate, *We* may pay an amount not greater than \$1,000 to any person *We* consider equitably entitled by reason of having incurred funeral or other expenses incident to *Your* death. Any and all payments made by *Us* shall fully discharge *Us* in the amount of such payment.

# May You change Your beneficiary?

You may change Your beneficiary at any time by completing a form provided or accepted by Us, and sending it to the Policyholder. Your written request for change of beneficiary will not be effective until it is recorded by the Policyholder. After it has been so recorded, it will take effect on the later of the date You signed the change request

form or the date *You* specifically requested. If *You* die before the change has been recorded, *We* will not alter any payment that *We* have already made. Any prior payment shall fully discharge *Us* from further liability in that amount.

# CONVERSION OF LIFE INSURANCE

## How much Life Insurance may You convert if eligibility terminates?

You may convert to an individual policy of life insurance if Your life insurance, or a portion of it, ceases because:

- 1. You are no longer employed by the Policyholder; or
- 2. You are no longer in a class which is eligible for life insurance.

In either of these situations, *You* may convert all or any portion of *Your* life insurance which was in force on the date *Your* life insurance ceased.

# How much Life Insurance may You convert if the policy terminates or is amended?

You may also convert to an individual policy of life insurance if Your life insurance ceases because:

- 1. life insurance benefits under the *Policy* cease; or
- 2. the Policy is amended making You ineligible for life insurance; however, in either of these situations,

*You* must have been insured under the *Policy*, or the *Policy* it replaced, for at least five (5) years. The amount of insurance converted in either of these situations will be the lesser of:

- 1. the amount of life insurance in force, less any amount for which *You* become eligible under this or any other group policy within 31 days after the date *Your* life insurance ceased; or
- 2. \$10,000.

# How to apply for conversion

We must receive written application and the first premium for the individual life insurance policy within 31 days after life insurance under the *Policy* ceased. No *Evidence of Insurability* will be required.

The individual policy will be a policy of whole life insurance. It will not contain waiver of premium, accelerated death benefit, disability benefits, accidental death and dismemberment benefits or any other ancillary benefits.

The minimum issue amount of an individual conversion policy is \$2,000. The premium for the individual policy will be based on:

- 1. Our current rates based upon Your attained age; and
- 2. the amount of the individual policy.

If application is made for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which *You* could apply for conversion.

If *You* die during a period when *You* would have been entitled to have an individual policy issued to *You* and if *You* die before such an individual policy became effective, *We* will pay *Your* beneficiary the greatest amount of group term life insurance for which an individual policy could have been issued, provided:

- 1. Your death occurred during the 31-day period within which You could have made application; and
- 2. We receive proof of death within two (2) years of the date of death.

If life insurance benefits are paid under the *Policy*, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

Notice. If the *Policyholder* fails to notify *You* at least 15 days prior to the date insurance under the *Policy* would cease, *You* shall have an additional period within which to elect conversion coverage; but nothing herein shall be construed to continue any insurance beyond the period provided for in the *Policy*. The additional election period shall expire 15 days immediately after the *Policyholder* gives *You* notice, but in no event shall it extend beyond 60 days immediately after the expiration of the 31-day period explained above.

# TERMINATION PROVISIONS

# When does Your coverage under the Policy end?

*Your* coverage will terminate on the earliest of the following dates. Termination will not affect *Your* claim for a covered *Loss* which occurred while the coverage was in force.

- 1. the date on which the *Policy* is terminated;
- 2. the date You stop making any required contribution toward payment of premiums;
- 3. the effective date of an amendment to the *Policy* which terminates insurance for the class to which *You* belong; or
- 4. the date *You*:
  - a. are no longer a member of a class eligible for this insurance,
  - b. request termination of coverage under the *Policy*,

# GENERAL PROVISIONS

# Entire Contract; Changes

The *Policy*, the *Policyholder's Application*, the *Retiree's* Certificate of coverage, and *Your* application, if any, and any other attached papers, form the entire contract between the parties. Coverage under the *Policy* can be amended by mutual consent between the *Policyholder* and *Us*. No change in the *Policy* is valid unless approved in writing by one of *Our* officers. No agent has the right to change the *Policy* or to waive any of its provisions.

## Statements on the Application

In the absence of fraud, all statements made in any signed application are considered representations and not warranties (absolute guarantees). No representation by:

- 1. the *Policyholder* in applying for the *Policy* will make it void unless the representation is contained in his signed *Application*; or
- 2. any *Retiree* in applying for insurance under the *Policy* will be used to reduce or deny a claim unless a copy of the application for insurance, signed by the *Retiree*, is or has been given to the *Retiree*.

# Legal Actions

Unless otherwise provided by federal law, no legal action of any kind may be filed against *Us*:

- 1. until 60 days after proof of claim has been given; or
- 2. more than 3 years after proof of *Loss* must be filed, unless the law in the state where *You* live allows a longer period of time.

#### Clerical Error

Clerical error or omission by *Us* to the *Policyholder* will not:

- 1. Prevent You from receiving coverage, if You are entitled to coverage under the terms of the Policy; or
- 2. Cause coverage to begin or coverage to continue for *You* when the coverage would not otherwise be effective.

If the *Policyholder* gives *Us* information about *You* that is incorrect, *We* will:

- 1. Use the facts to decide whether You have coverage under the Policy and in what amounts; and
- 2. Make a fair adjustment of the premium.

# **Incontestability**

The validity of the *Policy* shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of the *Policy* shall not be contested on the basis of a statement made relating to insurability by any person covered under the *Policy* after such insurance has been in force for two years during such person's lifetime, and shall not be contested unless the statement is contained in a written instrument signed by the person making such statement.

# **Premium Provisions**

Premiums are payable in United States dollars on or before their due dates. The *Policyholder* has agreed to deduct from *Your* pay any premiums payable for *Your Voluntary* coverage. The *Policyholder* agrees to remit such premiums for the entire time coverage under the *Policy* is in effect.

Premium charges for increases in insurance amounts becoming effective during a policy month will begin on the next premium due date. Premium charges for insurance terminating during a policy month will cease at the end of the month in which such insurance terminates. This method of charging premium is for accounting purposes only. It will not extend any insurance coverage beyond the date it would otherwise have terminated.

## Misstatement of Age

If You have misstated Your age, the true age will be used to determine:

- 1. the effective date or termination date of insurance; and
- 2. the amount of insurance; and
- 3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

# Conformity with State Statutes and Regulations

If any provision of the *Policy* conflicts with the statutes and regulations of the state in which *You* reside, it is automatically changed to meet the minimum requirements of the statute.

# Assignment

*You* may assign any incident of ownership *You* may possess of the life insurance benefits provided under the *Policy* to anyone other than the *Policyholder*. *We* are not responsible for the validity or legal effect of any assignment. Collateral assignments, by whatever name called, are not permitted.

# **DEFINITIONS**

This section tells *You* the meaning of special words and phrases used in this Certificate. To help *You* recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.

#### Activities of Daily Living means:

- 1. Eating Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- 2. Toileting Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- 3. Transferring Moving into or out of a bed, chair or wheelchair.
- 4. Bathing Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- 5. Dressing Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 6. Continence Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

**Application** means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the *Policyholder* applied.

Contributory means You pay all or a portion of the premium for this insurance coverage.

# Dependent or Eligible Dependent means:

- 1. Your lawful Spouse or Domestic Partner; and/or
- 2. *Your* unmarried natural, step or adopted child from live birth to 21 years of age or age 21 and over if a full-time student; and
- 3. A child of *Your* child who is *Your* dependent for federal income tax purposes at the time application for coverage of the child of *Your* child is made.

Coverage for child(ren) in the process of being adopted begins immediately from the date of placement or the date You are party in a suit in which You seek the adoption of the child. Eligibility will continue unless the child is removed from placement..

**Doctor** means a person legally licensed to practice medicine, psychiatry, psychology or psychotherapy, who is neither *You* nor a member of *Your* immediate family. A licensed medical practitioner is a *Doctor* if applicable state law requires that such practitioners be recognized for purposes of certification of *Total Disability, Terminal Condition* or covered *Loss*, and the treatment provided by the practitioner is within the scope of his or her license.

**Employee** means an *Actively at Work* full-time employee whose principal employment is with the *Policyholder*, at the *Policyholder's* usual place of business or such place(s) that the *Policyholder's* normal course of business may require, who is *Actively at Work* for the minimum hours per week as set forth in the Schedule of Benefits and is reported on the *Policyholder's* records for Social Security and withholding tax purposes.

Gainful Occupation means any work or employment in which the insured Employee:

- 1. is or could reasonably become qualified, considering his or her education, training, experience, and mental or physical abilities;
- 2. could reasonably find work or employment, considering the demand in the national labor force; and
- 3. could earn (or reasonably expect to earn) a before-tax income at least equal to 60% of his or her Pre-disability Income.

Hospital Confined means that, upon the recommendation of a Doctor, You are registered as an inpatient in a hospital, nursing home or other medical facility which provides skilled medical care or as an outpatient in a hospital because of surgery. You are not Hospital Confined if You are receiving emergency treatment or if You are hospitalized solely because of non-surgical medical or diagnostic test.

*Injury* means bodily injury resulting directly from an Accident and independently of all other causes.

Insured means an Retiree covered under the Policy.

Male Pronoun whenever used includes the female.

**Policy** means this contract between the *Policyholder* and Us including the attached *Application*, which provides group insurance benefits.

**Policyholder** means the person, firm, or institution to whom the *Policy* was issued. *Policyholder* also means any covered subsidiaries or affiliates set forth on the face of the *Policy*.

**Proof** under the Accelerated Death Benefit means evidence satisfactory to *Us* that *You* have a *Terminal Condition*. We reserve the right to determine, at our sole discretion, if Proof is acceptable.

**Registered Domestic Partner** means an adult of the same or opposite gender who has an emotional, physical and financial relationship to *You*, similar to that of a *Spouse*, as evidenced by the following:

- 1. You and Your Domestic Partner share financial responsibility for a joint household and intend to continue an exclusive relationship indefinitely;
- 2. You and Your Domestic Partner each are at least eighteen (18) years of age;
- 3. You and Your Domestic Partner are both mentally competent to enter into a binding contract;
- 4. You and Your Domestic Partner share a residence and have done so for at least 12 months;
- 5. You or Your Domestic Partner cannot be married to anyone;
- 6. You and Your Domestic Partner are not related to one another by blood; and
- 7. Neither You nor Your Domestic Partner is a Domestic Partner of anyone else.

**Regular Occupation** means the occupation that *You* are routinely performing when *Your* life insurance terminates due to *Disability. We* will look at *Your* occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific *Policyholder* or at a specific location.

Sickness means illness, disease, pregnancy or complications of pregnancy.

**Voluntary** means coverage for which You pay 100% of the premium.

We, Our and Us means Dearborn Life Insurance Company, Chicago, Illinois.

*You*, *Your* and *Yours* means the eligible *Retiree* to whom this Certificate is issued and whose insurance is in force under the terms of the Policy.

# NOTICE OF PROTECTION PROVIDED BY OKLAHOMA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Oklahoma Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Oklahoma law, which determines who and what is covered and the amounts of coverage. The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Oklahoma law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 for health benefit plans (see definition below)
  - \$300,000 in disability income insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$300,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000, except that with regard to hospital, medical and surgical insurance benefits, the maximum amount that will be paid is \$500,000.

"Health benefit plan" is defined in 36 O.S. §2024(7) and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

**Note:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Oklahoma law.

To learn more about the above protections, please visit the Association's website at www.oklifega.org, or contact:

Oklahoma Life & Health Insurance Guaranty Association 201 Robert S. Kerr, Suite 600 Oklahoma City, OK 73102 Oklahoma Department of Insurance 3625 NW 56th Street, Suite 100 Oklahoma City, OK 73112 1-800-522-0071 or (405) 521-2828

Insurance companies and agents are not allowed by Oklahoma law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Oklahoma law, then Oklahoma law will control.



Administrative Office:

701 E. 22nd Street • Lombard, Illinois 60148