## **CERTIFICATE OF INSURANCE**

**Retiree Group Term Life** 

**Policyholder:** Hawaii Employer-Union Health Benefits Trust Fund (EUTF)

Class: 002 - Retirees

State of Residence: HAWAII

This is to certify that USAble Life has issued and delivered the Group Term Life Insurance Policy to the Policyholder.

The Policy insures the Retirees of the Policyholder who:

- 1. are eligible for the insurance;
- 2. become insured; and
- 3. continue to be insured;

according to the terms of the Policy.

The terms of the Policy that affect Your insurance are contained in the following pages.

This Certificate of Insurance is a part of the Policy. This certificate replaces any other that USAble Life may have issued to the Policyholder to give to You under the Group Insurance Policy specified herein.

Signed for USAble Life:

Secretary

William Creasm

President

Jason Mann

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## **Schedule of Insurance**

**Policyholder:** Hawaii Employer-Union Health Benefits Trust Fund (EUTF)

**Group Policy Number:** 50021250

Policy Effective Date: January 1, 2015\*

\*This certificate replaces any certificate issued before the date

shown.

Eligible Class: Retired Employees as defined in Chapter 87A of the Hawaii

**Revised Statutes** 

Annual Enrollment Date: January 1 of each year

Benefit amounts for eligible Retirees shall be determined in accordance with the following schedule:

Class Description	Benefit Amount	
Retiree Basic Life	\$2,235	
Repatriation Benefit	10% of Retired Employee Basic Life Benefit	

## Reductions, Terminations, and Special Provisions

Retiree Basic Life	Benefits do not reduce or terminate.	
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### **Definitions**

The terms listed, if used, will have these meanings.

Agency Office means the local office of USAble Life in Honolulu, Hawaii.

**Annual Enrollment Period** means the 60 days prior to and the 30 days immediately following the Annual Enrollment Date shown in the Schedule of Insurance.

**Beneficiary** means the person or entity You choose to receive Your amount of insurance at Your death.

**Covered Person** means an eligible Retiree whose insurance has become and remains effective under all the conditions and provisions of the Policy.

**Civil Union Partner** means a person who is a party to a civil union established pursuant to Chapter 572Bof the Hawaii Revised Statutes.

**Domestic Partner** means a person in a spouse-like relationship with the Employee who meets the following requirements:

- 1. the Employee and the Domestic Partner intend to remain in a Domestic Partnership with each other indefinitely;
- 2. the Employee and Domestic Partner have a common residence and intend to reside together indefinitely;
- 3. The Employee and the Domestic Partner are and agree to be jointly and severally responsible for each other's basic living expenses incurred in the Domestic Partnership such as food, shelter and medical care;
- 4. Neither the Employee nor the Domestic Partner are married or a member of another Domestic Partnership;
- 5. The Employee and the Domestic Partner are not related by blood in a way that would prevent them from being married to each other in the State of Hawaii;
- 6. The Employee and the Domestic Partner are both at least 18 years of age and mentally competent to contract:
- 7. The consent of the Employee or the Domestic Partner to the Domestic Partnership has not been obtained by force, duress, or fraud; and
- 8. The Employee and the Domestic Partner sign and file with the Fund a declaration of Domestic Partnership in such form as the board shall from time to time prescribe.

**Eligible Class** means Retirees eligible for insurance under the Policy as defined in Chapter 87A of the Hawaii Revised Statutes.

#### Eligible Persons means a person who:

- 1. is a citizen of the United States of America (U.S.) or Canada, who either:
  - a. resides in the U.S. or Canada: or
  - b. is stationed outside the U.S. or Canada for a period of less than 6 months; or
- 2. is a foreign national residing in the U.S. and meets all of the following requirements:
  - a. has a valid permanent residency visa;
  - b. participates in U.S. Social Security; and
  - c. is covered by Workers' Compensation; and
- 3. is a member of the Eligible Class.

Employee means the same as set forth in Section 87A-1 of the Hawaii Revised Statutes.

**Employer and Public Employer** mean the same as set forth in Section 89-2 of the Hawaii Revised Statues.

**Evidence of Insurability** means a signed health and medical history form provided by Us, a medical examination, if requested, and any additional information and attending Physicians' statements that We may require.

**Family Member** means a person who is a parent, Spouse, child, sibling, grandparent, grandchild, step-child, step-parent, step-sister, step-brother, father-in-law, or mother-in-law of the Covered Person; or Spouses, as applicable, of any of these.

Fund means the same as set forth in Section 87A-1 of the Hawaii Revised Statutes.

Fund Benefit Plan means a benefit Plan offered or sponsored by the Fund.

**Gender** – The use of the male pronoun also includes the female.

**Home Office** means the principal office of USAble Life in Little Rock, Arkansas.

**Physician** means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. This includes a person whom We are required to recognize as a Physician by the laws or regulations of the governing jurisdiction. However, neither You nor a Family Member will be considered a Physician.

Plan means the Policy and certificates of insurance provided for Covered Persons.

**Plan Administrator** means the Employer that sponsors the Plan for the benefit of its Employees and eligible dependents.

**Policy** means the group Policy issued by Us to the Policyholder that describes the benefits for which You may be eligible.

Policyholder means The Fund.

#### Retiree or Retired Employee means

- 1. a former Employee, officer, appointed or elected official of the State or counties who is currently receiving a retirement or pension allowance from a State or county retirement system; or
- 2. any other former Employee as defined under Section 87A-1 of the Hawaii Revised Statutes.

**Spouse** means a person who is lawfully married pursuant to Hawaii law, Reciprocal Beneficiary, Domestic Partner or Civil Union Partner.

**United States of America** means the fifty (50) states of the United States and the District of Columbia. It does not include territories of the United States.

We, Us and Our mean USAble Life.

**You and Your** mean a Retiree who has met all the eligibility requirements for coverage as stated in this certificate.

## **Eligibility and Effective Date Provisions**

#### **Eligible Retiree**

Eligibility and enrollment of Retirees under this Policy shall be in accordance with:

- 1. Chapter 87A, Hawaii Revised Statutes (HRS), the Hawaii Employer-Union Health Benefits Trust Fund Law, and its administrative rules; and
- 2. Chapter 431, HRS, the Hawaii Insurance Code.

Coverage for Your Spouse and dependent children is not provided.

### **Retiree Eligibility Date**

The date You are eligible for Retiree coverage is the latest of the following dates:

- 1. the Policy effective date; or
- 2. the date You become a member of the Eligible Class.

#### **Effective Date of Retiree Insurance**

Insurance coverage is effective on the date You become a member of the Eligible Class unless You reject insurance coverage in writing.

- 1. If You decline insurance coverage, You cannot enroll until the next open enrollment.
- 2. If You cancel enrollment and wish to re-enroll, You must wait until the next open enrollment.
- 3. Open enrollment is determined by the Policyholder. If You enroll during the open enrollment period, Your effective date is governed by the rules of the open enrollment.

#### **Termination Provisions**

#### **Termination of Retiree Insurance**

Your life insurance benefits under this Policy shall automatically terminate on the earliest of the following dates:

- 1. The date You are no longer eligible under the provisions of this Policy pursuant to Chapter 87A, HRS;
- 2. The end of the last paid premium period made by the Policyholder; and
- 3. The date this Policy ends.

#### **Claim Provisions**

#### Notice of Loss

Written notice of claim must be given to Us at Our Home Office or Agency Office within 30 days after a loss occurs or begins, or as soon after the loss as is reasonably possible to do so, but not later than one (1) year from the time notice is required. The notice should identify the Covered Person and the nature of the loss.

Within 15 days after the date of Your notice, We will send You claim forms. The forms must be completed and sent to Our Home Office or Agency Office. If You do not receive the claim forms within 15 days, We will accept a written description of the exact nature and extent of the loss.

#### **Proof of Loss**

Written proof of loss must be given to Us within 90 days after the date of loss. Failure to furnish proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish proof within such time. Such proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than fifteen (15) months from the time proof was otherwise required.

### **Physical Examination and Autopsy**

We have the right to have a Physician of Our choice examine the Covered Person as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

### **Payment of Claims**

All benefits payable under this Policy will be payable immediately upon receipt of due written proof of such loss.

Retiree Life insurance benefits will be paid to the person(s) named by You to receive them.

If there is no named Beneficiary living at Your death, We may pay, at Our discretion, any amount due to one of the following classes of survivors: (1) Your Spouse; (2) Your surviving children in equal shares; (3) Your mother and/or father; (4) Your brother and/or sister; or (5) Your estate.

If We are not able to locate a Beneficiary or claimant within a period of a year from the death date, proceeds may be escheated to the State of Hawaii Unclaimed Property Program.

#### **Beneficiary**

Your Beneficiary will be the person(s) You name in writing to receive any amount of insurance payable due to Your death. The Beneficiary's name is on record in Our Home Office, Agency Office, or in the Policyholder's office if the group is self-administered

If You name two or more Beneficiaries and You do not state their respective share of the benefits, the benefits will be divided equally. If any Beneficiary dies before You die, that Beneficiary's share will pass to the surviving Beneficiaries equally.

You may name or change a Beneficiary by giving Us written notice at Our Home Office or Agency Office (or by giving the Policyholder written notice if the group is self-administered) on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it.

We may rely on an affidavit or other written evidence deemed satisfactory to determine the identity or the nonexistence of beneficiaries not identified by name. If a benefit is to be paid to

Your estate or to a minor or other person that the We consider legally incompetent, We will first review if a request for payment has been received from a duly appointed guardian or other legally appointed representative.

If We are not able to locate a Beneficiary or claimant within a period of a year from the death date, proceeds may be escheated to the State of Hawaii Unclaimed Property Program.

Any of these payments made in good faith will discharge Us from any liability to the extent that these payments are made.

### **Assignment**

You may transfer Your rights to name or change the Beneficiary to someone else by assignment. An assignment will affect Us only if it is in writing on a form acceptable to Us, and is received at Our Home Office or Agency Office. When We record it, the assignment will take effect as of the date You made it. The assignment will be subject to any action We may have taken before We record it. We take no responsibility for the validity of any assignment.

Claims of Creditors: To the extent allowed by law, proceeds will not be subject to any claims of a Beneficiary's creditors.

### **Authority**

The Policyholder delegates to Us and agrees that We have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Policy.

We decide: (a) if a Covered Person is eligible for this insurance; (b) if a Covered Person meets the requirements for benefits to be paid; and (c) what benefits are to be paid by the Policy. We also interpret how the Policy is to be administered. What We pay and the terms for payment are explained in this certificate.

### **Limit on Legal Action**

No action at law or in equity may be brought against the Policy until at least 60 days after You file proof of loss. No action can be brought after the statute of limitations has expired, but, in any case, not after three (3) years from the date of loss.

#### **Review Procedure**

You must request, in writing, a review of a denial of Your claim within 180 days after You receive notice of denial.

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to Your claim for benefits, and You may submit written comments, documents, records and other information relating to Your claim for benefits.

We will review Your claim after receiving Your request and send You a notice of Our decision within 45 days after We receive Your request, or within 90 days if special circumstances require an extension. We will state the reasons for Our decision and refer You to the relevant provisions of the Policy. We will also advise You of Your further appeal rights, if any.

#### **Alternate Dispute Resolution Procedures**

This dispute resolution procedure ("procedure") is intended to provide a fair, quick and inexpensive method of resolving any and all disputes with Us. Such disputes include any matters that cause You to be dissatisfied with any aspect of Your relationship with Us, including any claim, controversy, or potential cause of action You may have against Us. Please contact the Dispute Resolution office at 800-648-0271 if You have any questions about this section of the certificate or to begin the dispute resolution process.

The following terms are applicable to all disputes:

- 1. This procedure is the exclusive method of resolving any disputes.
- 2. The procedure can only resolve disputes that are subject to Our control.
- 3. This procedure will be governed by the Employee Retirement Income Security Act of 1974 ("ERISA"); Rules and Regulations for Administration and Enforcement; Claims Procedure (the "Claims Regulation"). That includes the definition of an adverse benefit determination, which is defined as any denial, reduction, termination or failure to provide or make payment for what You believe should be a covered benefit.
- 4. You may request a form from Our Dispute Resolution office to authorize another person to act on Your behalf concerning a dispute.
- 5. We may elect to skip one or more of the steps of this procedure if it is determined that step will not help to resolve the dispute.
- 6. Any dispute will be resolved in accordance with the terms of this certificate, applicable state or Federal laws and regulations.
- 7. You must begin the dispute process within 180 days from the date You receive notice of an adverse benefit determination. If You do not initiate the dispute process within that 180 day period, You give up the right to take any action based on that Dispute.

### **Description of the Procedure**

### <u>Inquiry</u>

You should contact Our Dispute Resolution office to discuss and attempt to resolve any issues regarding a dispute. We hope that this informal process will resolve Your questions or concerns.

#### Appeals

If You are not satisfied with the response to Your inquiry, You may submit a written request (an "appeal") to the Office of the Appeals Coordinator, USAble Life, PO Box 1650, Little Rock AR 72203-1650, asking that We reconsider an adverse benefit determination. Please contact the Dispute Resolution office if You have any questions about how to submit an appeal to Us. You are not required to use a specific form, but You may request that the Dispute Resolution office send You a blank appeal form to ensure that You provide the information that will be needed to review Your appeal.

We will assign a coordinator to review Your appeal. The appeal coordinator is an individual with appropriate expertise who is neither the individual who made the adverse benefit determination, nor a subordinate of that individual.

The appeal coordinator may request that You submit additional information concerning Your grievance. The appeal coordinator will also consider information submitted by others, including information requested from other USAble Life representatives. The appeal coordinator will have full discretionary authority to make eligibility, benefit or claim determinations and construe the terms of the Policy. Such determinations shall be subject to the review standards applicable to ERISA plans, even if the Policy is not governed by ERISA.

We will make a decision within 60 days after receiving Your appeal concerning a claim determination.

The appeal coordinator will send You a written decision concerning Your appeal. The appeal coordinator's decision will include: a statement of the coordinator's understanding of Your appeal; a statement explaining the basis of the decision; and a list of the documents or information upon which that decision was based. We will send You a copy of the listed documents, without charge, if You make a written request for such documents.

### **Binding Arbitration**

If You are still not satisfied after completing the appeal procedure, You have the right to bring a civil action against Us to obtain the remedies available pursuant to Sec. 502(a) of ERISA (an "ERISA Action") after completing the mandatory appeal process. Those ERISA remedies will apply to this Policy even if Your plan is not otherwise governed by ERISA.

You may request that the dispute be submitted for resolution by binding arbitration. That arbitration request must be submitted, in writing, to USAble Life's General Counsel within sixty (60) days after You receive the appeal coordinator's decision.

The dispute will be submitted to arbitration in accordance with the rules of the American Arbitration Association, unless We both agree to use an alternative dispute resolution administrator or procedure. The arbitration will be conducted before a single arbitrator.

We will pay the filing fee charged by the administrator and the arbitrator. You will be solely responsible for any other costs that You incur to participate in the arbitration process, including Your attorney's fees. The filing fee and arbitrator's fees may be reallocated as part of an arbitration award, in whole or in part, at the discretion of the arbitrator.

The arbitration will be conducted in a location where it is reasonably convenient for You to participate. If We cannot agree concerning a convenient location, the administrator or arbitrator, if appointed, shall have the discretion to decide where the arbitration will be conducted.

The arbitrator: (a) shall consider the dispute individually and shall not certify or consider multiple disputes as part of a class action; (b) shall be required to issue a reasoned written decision explaining the basis of his or her decision and the manner of calculating any award; (c) shall limit his or her decision to deciding if Our adverse benefit decision was arbitrary or capricious based on ERISA standards; (d) may not award punitive, extra-contractual, treble or exemplary damages unless permitted to do so by applicable statutes or regulations; (e) may not vary or disregard the terms of the Policy; and (f) shall be bound by controlling law; when issuing a decision concerning the dispute.

The arbitrator shall limit discovery to the extent possible consistent with the objective of completing the arbitration in a fair, prompt, and cost effective manner. Emergency relief such as injunctive relief may be awarded by the arbitrator. The arbitrators' award, order or judgment shall be final and binding upon the parties. That decision may be entered and enforced in any state or federal court of competent jurisdiction. That arbitration award may only be modified, corrected, or vacated for the reasons set forth in the United States Arbitration Act (9 USC § 1).

#### **Contact Information**

General Counsel
USAble Life
P. O. Box 1650
Little Rock, AR 72203-1650
Telephone: 1-800-648-0271
Email: Legal@usablelife.com

Office of the Appeal Coordinator P. O. Box 1650 Little Rock, AR 72203-1650 Telephone: 1-800-648-0271 Email: Legal@usablelife.com

Office of the Dispute Resolution Coordinator P. O. Box 1650
Little Rock, AR 72203-1650
Telephone: 1-800-648-0271

Telephone: 1-800-648-0271 Email: Legal@usablelife.com

### **General Provisions**

#### **Entire Contract**

This certificate is furnished in accordance with and subject to the terms of the Policy. The entire contract consists of the Policy, which includes the application, any amendments and addenda; this certificate; Your enrollment form, if required; and any riders or endorsements. No change in the Policy will be effective until approved by one of Our officers. This approval can only be in writing and must be noted on or attached to the Policy. No agent has authority to change the Policy or certificate or to waive any of their provisions.

Any statement made by You or the Policyholder is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to You.

#### **Errors**

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary. If the premium was overpaid, We will refund the difference. If the premium was underpaid, the difference must be paid to Us.

#### **Misstatements**

If any information about You or the Policyholder's Plan is misstated or altered after the application is submitted, including information with respect to participation or who pays the premium and under what circumstances, the facts will determine whether insurance is in effect and in what amount. We will retroactively adjust the premium.

#### Incontestability

Unless the premiums have not been paid, the validity of the Policy cannot be contested after it has been in force for two years.

Any statement made by the Policyholder or a Covered Person will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the Covered Person or the Beneficiary.

No statement, except fraudulent misstatement, made by a Covered Person about insurability will be used to deny a claim for a loss incurred or disability starting after coverage has been in effect for two years.

No claim for loss starting two or more years after the Covered Person's effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

#### Agency

Neither the Policyholder, any Employer nor any administrator appointed by the foregoing is Our agent. We are not liable for any of their acts or omissions.

#### **Unpaid Premium**

We may deduct any unpaid premium then due from the payment of a claim under this certificate.

#### **Refund of Premium**

On the death of the Covered Person, proceeds payable hereunder shall include the amount of unearned premium paid beyond the end of the Policy month in which death occurred. Payment shall be made in one lump sum no later than 30 days after proof of the Covered Person's death has been furnished to Us.

### **Conformity with State Statutes**

If the provisions of this certificate do not conform to the laws of the state in which You reside on the certificate effective date, they are hereby amended to conform to the minimum requirements of the statutes of that state.

### **Policy Management**

Efficient management of the Policy requires the joint efforts of the Policyholder, USAble Life, each Covered Person and Beneficiary. Each party has certain duties to bring about the effective administration of the Policy.

### **Duties of the Policyholder:**

- 1. Give Us prompt, written notice of any change in business of the Policyholder and Employer. This includes, but is not limited to: (a) the type of business; (b) addition or deletion of an associated company; or (c) financial status due to bankruptcy; merger; acquisition; or dissolution.
- 2. Give Us pertinent records for all Covered Persons. This includes, but is not limited to: (a) hire dates; (b) eligibility dates; (c) salaries; (d) occupations; and (e) birth dates. Give Us updates of such records as needed.

#### **Duties of Covered Persons and Beneficiaries:**

Your and Your Beneficiary's primary duties under the Policy are listed below:

- 1. Give notice and proof of loss as soon as possible after the date of Your death.
- 2. Give a complete account of the details of Your death on a form approved by Us.
- 3. Provide any other official documents to review the loss such as a certified death certificate, investigating officer's report, or medical records.
- 4. Allow release of medical data needed to adjudicate Your claim, if necessary.
- 5. Provide evidence of the regular care of a Physician, if necessary.
- 6. Provide current and accurate personal information.
- 7. Comply with all other EUTF's rules and regulations.

#### Fraud

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding Us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the Policy and recovery of any amounts We have paid.

## **Retiree Term Life Insurance**

#### **Death Benefit**

We will pay Your Beneficiary the amount of insurance in force on the date of death, as shown in the Schedule of Insurance when We receive all required proof of loss, including written proof of Your death acceptable to Us and a completed claim form.

## **Conversion Privilege for Life Insurance**

### **Conversion upon Loss of Eligibility**

You may convert all or part of Your life insurance to an individual Policy of life insurance, other than Term,

- 1. if all or part of it stops for any reason; unless
- 2. it stops because You did not pay any required premiums.

The amount You may apply for may not be more than:

- 1. the life amount then in force; or
- 2. that part of the life amount which has stopped, whichever is less.

### **Conversion upon Termination or Amendment of Group Policy**

You may convert a limited amount of life insurance if You have been continuously insured under the Policy for at least five (5) years and Your insurance ends due to termination or amendment of the Policy.

### **Conversion Coverage**

You may convert Your life insurance to any Policy We are issuing for the purpose of conversions other than Term. No Evidence of Insurability will be required. The premium will be based on the amount and the form of the conversion Policy, and on Your class of risk and age on the date the conversion takes effect.

The premium for the individual whole life Policy will be at Company's rates then in effect for:

- 1. The amount of insurance;
- 2. The class of risk to which You belong; and
- 3. Your attained age on the effective date of the individual whole life Policy.

The conversion Policy will take effect on the 32nd day after the insurance terminates.

#### **Notice and Application Required**

Written application and the first premium payment for the conversion Policy must be received in Our Home Office or Agency Office within 31 days after the Covered Person's insurance terminates. If You are not given notice of the right to convert by the 16th day of the 31 day conversion period, You will have an additional period in which to apply for conversion. The additional period will end 15 days after You are given notice, but not more than 61 days after the date the insurance under the Policy ended.

Nothing in the Policy will continue coverage for more than 31 days following the date coverage ends under the Policy. Written notice, contained in this certificate of insurance and given to You at any time, or mailed by the Policyholder to Your last known address will be considered sufficient written notice to You. It is the responsibility of the Policyholder to give such notice to You.

#### **Conversion Period Death Benefit**

If You die within the 31 days allowed for making application to convert, We will pay the amount You were entitled to convert. We will do this whether or not application was made.

## **Group Life Repatriation Benefit**

We will pay a Repatriation benefit if You die while traveling beyond 200 miles from Your permanent residence or outside the territorial boundaries of the United States. Mileage will be measured as map miles from Your residence.

We will pay up to 10% of Your life insurance benefit for the expenses incurred for the transportation of Your remains to a mortuary. Benefits will not be paid under this Repatriation Benefit for charges which exceed the amount shown above.

### **Payment of Benefits**

All benefits are payable in U.S. currency at the exchange in force on the date the expense was incurred. Benefits will be paid to the Beneficiary when We receive valid proof of the expense incurred.



P.O. Box 1650 · Little Rock, AR 72203-1650

## **ENDORSEMENT**

**Policyholder:** Hawaii Employer-Union Health Benefits Trust Fund (EUTF)

**Endorsement Effective Date:** January 1, 2015

The Definition of Eligible Person is deleted in its entirety from the Retiree Group Term Life Certificate of Insurance.

All other terms and provisions remain unchanged.

Signed for us at our Home Office on the Endorsement Effective Date.

**USAble Life** 

**President**