

The

UNION LABOR LIFE INSURANCE COMPANY

Incorporated Under the Laws of the State of Maryland

WASHINGTON, D.C.

(the Company)

Administrative Office: 8403 Colesville Road, Silver Spring, MD 20910

Phone: (202) 682-0900 or 1 (800) 431-5425

Certifies that it has issued Health Policy No. C-4363

to

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

(the Policyholder)

This Certificate describes the benefits and main points of the Policy for individuals who are eligible for insurance under the Policy. The benefits described in this Certificate apply to individuals only if they are eligible, become insured, and remain insured in accordance with all the terms and conditions of the Policy. If there is a discrepancy between the terms of the Policy and this Certificate, the Policy will control.

This Certificate replaces any prior Certificates issued by the Company to individuals covered under the Policy.

READ YOUR CERTIFICATE CAREFULLY!

THE UNION LABOR LIFE INSURANCE COMPANY

Harry L. Burke
PRESIDENT

CERTIFICATE OF GROUP INSURANCE
(The Certificate)

GC-9700

9/03

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SECTION 1 - SCHEDULE OF BENEFITS

THE AMOUNT OF INSURANCE OF ANY PERSON SHALL BE BASED UPON THE FOLLOWING:

FORMS OF INSURANCE

**AMOUNT OF INSURANCE
PERSONS**

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(Principal Sum)**

Amount of Insurance is selected by participating locals as follows:

\$ 5,000.00
\$10,000.00
\$15,000.00
\$20,000.00
\$25,000.00*

*All Officers, Staff, General Counsel and Special Counsel who are covered under the Policy will be insured for this amount.

Two times the amount of the Principal Sum will be paid for a loss resulting from an Injury arising out of or occurring in the course of the Person's employment. **Travel to and from work is excluded from this double benefit.**

SECTION 2 - DEFINITIONS

Defined terms are shown in the Policy with an initial capital letter. The following definitions apply to these terms when used in the Policy, unless otherwise defined where such term is used.

Claims Administrator

The entity assigned to pay claims in accordance with the terms and conditions of the Policy. The Claims Administrator may be:

1. the Company;
2. the Policyholder; or
3. a third party with whom the Company or the Policyholder has a valid contract to pay claims.

Company

The Union Labor Life Insurance Company, 8403 Colesville Road, Silver Spring, MD 20910.

Doctor

An individual licensed as a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.). The term "Doctor" shall also include any licensed or certified health care provider as required by state law, for services which are within the scope of the health care provider's license or certificate.

Illness

A disorder or disease of the body or mind. Illness shall include: (a) pregnancy; (b) childbirth; and (c) related medical conditions.

Injury

Bodily harm that: (a) the Person sustains while this benefit is in force; and (b) is not the result of an Illness.

Officer of the Company

The Chairman, Chief Executive Officer, President, a Vice President, the Secretary or Assistant Secretary of the Company.

Person

An employee and/or member of the Policyholder who is:

1. insured under the Policy; and
2. in a Class of Eligible Persons.

Policy

The contract, the application, and any subsequent amendment that the Company issues to the Policyholder.

SECTION 3 - ELIGIBILITY

PERSONS

Classes of Eligible Persons

All members in good standing of the American Federation of Teachers, AFL-CIO.

When A Person First Becomes Eligible

A Person, who is in a Class of Eligible Persons on or after the Policy Effective Date, will be eligible for the insurance provided by the Policy on the later of the:

1. Policy Effective Date; and/or
2. date the Person becomes a member in good standing in the American Federation of Teachers, AFL-CIO.

Effective Date of Person's Insurance

A Person's insurance will become effective on the date he or she is eligible.

When a Person's Insurance Terminates

A Person's insurance under the Policy will terminate upon the earliest of:

1. the date the Policy terminates;
2. the date the Person is no longer in a Class of Eligible Persons under the Policy;
3. the date premium payments on behalf of the Person cease;
4. the date the Person fails to pay the required premium, if any, when due;
5. the date the Person enters into full-time active duty with the armed forces of any country; or
6. the date the Person is no longer a member in good standing in the American Federation of Teachers, AFL-CIO.

Reinstatement of Insurance

1. If a Person's insurance terminates because he or she enters into full-time active duty with the armed forces of any country, it will be reinstated on the date he or she returns to active work:
 - a. for a Participating Local; and
 - b. within 90 days of discharge from military service.
2. If a Person's insurance terminates for any other reason, he or she may again become eligible for the insurance by satisfying the requirement of eligibility as a new employee under the provision titled *When a Person First Becomes Eligible* in this Section of the Policy.

SECTION 4 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Upon receipt of due proof of loss, the Accidental Death and Dismemberment Benefit will be paid if:

1. a Person, while insured under this benefit, suffers an accidental Injury; and
2. as the direct result of the accident, and independent of all other causes, the Person suffers a Covered Loss within 90 days after the accident.

A "Covered Loss" means permanent loss of:

1. life;
2. a hand, by severance at or above the wrist joint;
3. a foot, by severance at or above the ankle joint;
4. an eye, involving irrecoverable and complete loss of sight in the eye;
5. speech, involving irrecoverable and complete loss of speech; or
6. hearing, involving irrecoverable and complete loss of hearing;

except as excluded under *Exclusions* in this Section, and subject to all the terms and conditions of the Policy. The amount of benefit to be paid for a Covered Loss is determined as follows:

SCHEDULE OF LOSSES

FOR LOSS OF:

THE BENEFIT IS:

LIFE.....	THE PRINCIPAL SUM
TWO HANDS	THE PRINCIPAL SUM
TWO FEET	THE PRINCIPAL SUM
SIGHT OF TWO EYES	THE PRINCIPAL SUM
ONE HAND AND ONE FOOT	THE PRINCIPAL SUM
ONE HAND AND SIGHT OF ONE EYE	THE PRINCIPAL SUM
ONE FOOT AND SIGHT OF ONE EYE	THE PRINCIPAL SUM
ONE HAND OR ONE FOOT	ONE-HALF THE PRINCIPAL SUM
SIGHT OF ONE EYE	ONE-HALF THE PRINCIPAL SUM
SPEECH AND HEARING.....	THE PRINCIPAL SUM
SPEECH OR HEARING	ONE-HALF THE PRINCIPAL SUM

Loss of speech and hearing must be certified by a licensed doctor specializing in otolaryngology and certified by the American Board of Otolaryngology.

If the Person suffers more than one loss in any one accident, payment shall be made only for that loss for which the largest amount is payable.

SECTION 4 - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
(Continued)

Exclusions

No benefit will be paid for any loss that is caused directly or indirectly, or in whole or in part, by any of the following:

1. bodily or mental illness or disease of any kind;
2. ptomaine or bacterial infections (except infections caused by pyogenic organisms which occur with and through an accidental cut or wound);
3. suicide or attempted suicide while sane or insane;
4. intentional self-inflicted Injury;
5. participation in, or the result of participation in, the commission of an assault, or a felony, or a riot, or a civil commotion;
6. war or act of war, declared or undeclared; or any act related to war, or insurrection;
7. medical or surgical treatment of an illness or disease;
8. service in the armed forces of any country while such country is engaged in war;
9. police duty as a member of any military, naval or air organization;
10. competing or practicing for competition in a car, motorcycle, moped or speed boat or other vehicular race;
11. intake of any drug, medication or sedative unless prescribed by a Doctor, or the intake of any alcohol in combination with any drug, medication or sedative;
12. use of alcohol, non-prescriptive drugs or controlled substances, such as PCP (also known as "angel dust"), LSD or any other hallucinogens, cocaine, heroin or any other narcotics, amphetamines or other stimulants, barbiturates or other sedatives or tranquilizers, or any combination of one or more of these substances;
13. any poison or gas voluntarily taken, administered, absorbed, or inhaled; or
14. driving while intoxicated as defined by applicable state law.

SECTION 5 - CLAIM PAYMENT

BENEFICIARY (Accidental Death and Dismemberment Benefits)

For Persons

A Person's Beneficiary is the party or parties named by the Person, as shown on the Company's records, to receive the benefits payable under the Policy upon the Person's death. The Person may name one or more Beneficiaries to receive the death benefit.

The Person may change the Beneficiary at any time, without the consent of the previously named Beneficiary. Such change must be requested in writing on a form furnished by or satisfactory to the Company. Such change will take effect upon receipt of the signed form at the Administrative Office of the Company.

If the Person and the named Beneficiary(ies):

1. die at the same time; and
2. there is not sufficient evidence that they have died other than simultaneously,

the benefits payable under the Policy will be paid as if the Person had survived the named Beneficiary(ies).

Upon receipt of Satisfactory Proof of Claim, the Claims Administrator will pay the death benefit due under the Accidental Death and Dismemberment Benefits to the Person's named Beneficiary as follows:

1. If the Person has named more than one Beneficiary, each surviving Beneficiary will share equally, unless otherwise indicated by the Person when the Beneficiaries were named.
2. If there is no named Beneficiary, or if no named Beneficiary is surviving at the time of death of the Person, payment will be made to the first surviving class in the following order of preference:
 - a. the surviving spouse;
 - b. the Person's children, in equal shares;
 - c. the Person's parents, in equal shares;
 - d. the Person's brothers and sisters, in equal shares; or
 - e. the executors or administrators of the Person's estate.

In order to determine which class of individuals is entitled to the death benefit, the Claims Administrator may rely on an affidavit made by any individual listed above. If payment is made based on such affidavit, the Company will be discharged of its liability for the amount so paid, unless written notice of claim by another individual listed above is received before payment is made.

SECTION 5 - CLAIM PAYMENT
(Continued)

3. If the Beneficiary is:

- a. a minor; or
- b. someone not able to give a valid release for payment,

the Claims Administrator will pay the benefit to his or her legal guardian. If there is no legal guardian, the Claims Administrator may pay the:

- a. individual; or
- b. institution

who has, in its opinion, custody and principal support of such Beneficiary. The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

ACCIDENT AND HEALTH INSURANCE

Notice and Claim Forms

In order to receive a claim form for filing a claim, written notice of a claim must be given to the Claims Administrator within 90 days after the date of a loss which is covered under the Policy. Otherwise, the Claims Administrator must be notified as soon as it is reasonably possible to do so. If claim forms are available from the Policyholder, written notice of a claim is not required in order to receive a claim form.

Upon receipt of the written notice of claim, the Claims Administrator or Policyholder will provide claim forms for filing proof, to the Person making a claim. If the Person does not receive the claim forms:

- 1. within 15 days after he or she sent notice of a claim,
- 2. the Person can file a claim without a claim form by sending the Claims Administrator written proof of claim.

Such written proof must include the information required under *Proof of Loss* as described below.

Proof of Loss

Proof of the loss for which a claim is made must be given to the Claims Administrator no later than 90 days after the date of loss. A claim will not be reduced or denied for failure to provide proof within this time, if it is shown that:

- 1. it was not reasonably possible to furnish proof; and
- 2. that proof was provided as soon as it was reasonably possible.

The proof of the loss must include all information necessary for the Claims Administrator to determine the:

- 1. nature of the loss; and
- 2. date of the loss

**SECTION 5 - CLAIM PAYMENT
(Continued).**

The Claims Administrator:

1. may require, as part of the proof, authorization to obtain medical and non-medical information; and
2. will notify the Person of any additional information required to process a claim.

Payment of Claims

For a covered loss, other than for loss of life, benefits shall be paid directly to the Person. In case of loss of life, benefits will be made to the Person's Beneficiary.

Facility of Payment

If any benefit is payable to:

1. the Person's estate; or
2. to a person who is a minor or someone who lacks the capacity to give a valid release for payment,

the Claims Administrator may pay the benefit,

1. up to an amount of \$1,000,
2. to any relative by blood or connection by marriage of the Person who is deemed by the Company to be equitably entitled to the benefit.

The Company will be fully discharged of its liability for any amount of benefit so paid in good faith.

Right to Examination and Autopsy

The Claims Administrator, at its own expense, has the right to have:

1. the Person whose claim is pending examined, by a Doctor of its choice; and
2. an autopsy performed, if it is not prohibited by law.

Legal Actions

A claimant or the claimant's authorized representative cannot start any legal action with respect to a claim:

1. until 60 days after proof of claim, as required above, has been given; nor
2. more than 3 years after the time proof of claim is required.

SECTION 6 – GENERAL PROVISIONS

Statements; Incontestability of Insurance

All statements made by the Policyholder or a Person are considered, except for fraud, to be representations and not warranties. No such statements may be used to contest the validity of the Policy, or a Person's insurability unless:

1. it is in writing;
2. signed by the Policyholder or the Person; and
3. a copy of the statement is given to:
 - a. the Policyholder;
 - b. the Person; or
 - c. the Person's Beneficiary.

A Person's insurance, for which proof of good health was required, will not be contested after such insurance has been in force for 2 years during his or her lifetime. Only statements that are in writing and signed by the Person can be used in a contest. This provision does not preclude the Company from asserting defenses based upon:

1. the Person's ineligibility for insurance;
2. non-payment of premium; or
3. fraud.

Misstatement of Age

If the age of a Person has been misstated, the Company will use the Person's true age to determine:

1. the effective date or termination date of the Person's insurance under the Policy;
2. the amount of insurance; and
3. any other rights or benefits affected by age.

Based on true age, the Company may make an adjustment to the premiums, the benefits, or both.

Policy Not in Lieu of Workers' Compensation Insurance

The Policy is not in lieu of, and does not affect any requirements for insurance by state Workers' Compensation Insurance laws.

Conformity with State Statutes

Any provision of the Policy that is in conflict with the laws of the state in which the Policy is delivered, or issued for delivery, is amended to conform to the minimum requirements of those laws.