Basic Life

Group Insurance for School Employees

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The Life Insurance Company of North America (LINA) benefits for which you are insured are set forth in the pages of this booklet. Consult these pages for a further description of the terms and conditions of these coverages. If there is any coverage for which you are eligible which does not become effective unless you make the required election and contributions therefor, such coverage will not become effective unless you so elect and are making such contributions. Application must be made and signed by the individual before any coverage can become effective.

MESSA reserves the right to modify the coverage under the Basic Life Plan at any time.

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Section I: Certificate

Life Insurance Company of North America

hereby certifies that members of

Michigan Education Special Services Association

(Herein called the Policyholder)

who are insured under Group Policy No. FLI 980011 et al are, subject to the terms and conditions of said policy, insured for the benefits described in the pages of the booklet.

Life Insurance Company of North America, herein called LINA, insures the life, and accidental death and dismemberment coverages. LINA will determine all benefit payments according to the provisions described in the booklet and the Group Policies.

The insurance is effective only if the person concerned is eligible, becomes insured and remains insured, in accordance with the terms and conditions of the policy.

This certificate replaces any other certificate issued to you describing these coverages.

Life Insurance Company of North America

Section II: When Insurance Begins - When Insurance Terminates

When Your Insurance Begins

Becoming Eligible

You will be eligible for insurance on the date of your employment or on the day following completion of the eligibility waiting period as determined by your Employer, whichever is later.

Becoming Insured

If you enroll for insurance within thirty-one (31) days following the day you become eligible, you will be insured on the day that you become eligible.

If you enroll for insurance during a MESSA approved open enrollment period, you will be insured on the first day of the month of the approved open enrollment period in the school district in which you are employed.

If you enroll for insurance at any other time, or more than thirty-one (31) days after the date you become eligible, you will be insured on the first day of the month following approval of your application.

You must be actively at work on the day that your insurance is to become effective. If you are absent from work because of bodily injury or sickness on that day, you will become insured on the day you return to active work. To be considered actively at work for insurance purposes, you must be physically able to perform your normal duties for a regularly scheduled work day at the time you report to work.

Eligible Classes Defined

The following classes of individuals are eligible for insurance under this Plan:

Class I:

A. All active and affiliate participants, as defined under the Michigan Education Association Constitution and By-Laws as constituted on September 1, 1962, as amended, who are actively engaged in work as educators or other regular members of educational institutions, or who are under contract to become actively engaged in work as educators with educational institutions as of the beginning of a forthcoming school year.

B. All persons who are actively engaged in work as educators or other regular members of educational institutions, or who are under contract to become actively engaged in work as educators with educational institutions as of the beginning of a forthcoming school year and who, in any event, are employed in a Qualifying School District.

Class II:

All student participants, as defined under the Michigan Education Association Constitution and By-Laws, who are candidates for teaching certificates at any one of the institutions for higher learning authorized by the State of Michigan to issue teaching certificates.

When Insurance Terminates

Your Life Insurance may be continued after you leave active school employment by making the required contributions for the cost of such insurance on a direct payment basis with MESSA. If so continued, your Life Insurance terminates upon cessation of contributions for the cost of such insurance or when the Group Policy terminates, whichever happens first.

Except as provided above for continuing Life Insurance on a direct payment basis, your insurance otherwise terminates when you leave school employment, when you are no longer a member of the class or classes eligible for insurance, upon cessation of contributions for the cost of your insurance, upon termination of your Employer's participation under the Group Policy or when the Group Policy terminates, whichever happens first.

Section III - Life and Accidental Death and Dismemberment Insurance

Group Basic Term Life and Accidental Death and Dismemberment Insurance for you:

Life Insurance $5,000

Accidental Death and Dismemberment Insurance $5,000

When a person leaves active school employment, Life Insurance and Accidental Death and Dismemberment Insurance may be continued by the person making the required contributions for the cost of such insurance, except Accidental Death and Dismemberment Insurance terminates when employment terminates or upon attainment of age 65, whichever happens last.

Life Insurance

Death Benefit

Benefits are payable upon your death to your beneficiary in a single sum, or if you desire, in installments. You may change your beneficiary or the method of payment at any time.

Protection While Disabled

If, before you reach age 65 and after the effective date of your insurance but prior to your termination of school employment, you become totally disabled by bodily injury or disease so as to be prevented from engaging in any occupation for compensation or profit, your Group Life Insurance protection will be extended. Your protection will be extended up to the first anniversary of the date the total disability is approved, so long as you remain totally disabled. In order for contributions to be waived while your protection is extended, the initial proof of disability must be furnished within one year of the onset of the disability. Contributions will be waived on the first of the month coincident with or next following the date that satisfactory proof of disability is received by LINA but in no event prior to six months from the date the disability commenced. Your protection may be extended further, without payment of contributions, if proof of your continued total disability is submitted to LINA within the three-month period prior to each anniversary of the date the total disability was approved.

Note: Accidental Death and Dismemberment Insurance may not be extended in accordance with this provision.

Contact your Employer for the forms for filing proof of your total disability within six months following the onset of disability.

If you have converted your Group Life Insurance, the individual policy must be surrendered to LINA when LINA approves continuance of your Group Life Insurance protection under this provision. Any premiums paid under the individual policy will be refunded.

The amount of your insurance protection while you are so disabled will be the amount for which you were last insured under the Group Life Insurance Plan prior to your discontinuance of active work.

LINA will have the right to have its medical representative examine you when it may reasonably require, but after your Group Life Insurance protection has been extended for two full years, not more than once a year.

Proof that total disability continued to death must be submitted to LINA within one year after the date of your death. Upon receipt of that proof, LINA will pay to your beneficiary the amount of your insurance protection reduced by any amount of Group Life Insurance payable as a death benefit under any other provision of the Group Policy.

This protection will be discontinued when you are no longer so disabled, fail to submit to an examination or fail to furnish required proof, whichever occurs first. You will have the same rights on the date of the discontinuance as those described below in "Protection After Termination", unless you become insured again under the Group Life Insurance Plan.

Protection After Termination

A. If your Group Life Insurance terminates because you terminate employment in the class or classes of members insured under the Group Policy, you may, within thirty-one (31) days after such termination of insurance, make application for any type of Individual Life insurance policy then customarily issued by LINA (except a policy of term insurance or a policy providing benefits in the event of total and permanent disability or additional benefits for accidental death). No medical examination is required and the policy will become effective thirty-one (31) days after your Group Life Insurance terminates, provided the premium is paid to LINA not later than such date. The amount you may convert may, at your option, be equal to or less than the amount terminated under the Group Policy. If your insurance terminates because you failed to make, when due, the required payment for the cost of the insurance, you can only convert to Individual Life insurance if you make application to LINA within sixty (60) days of the date of your termination and you have been advised by LINA that the individual policy applied for cannot be issued on a standard basis at the regular premium rate. However, if you cease to be employed in an eligible class of members but continue to be employed by the Employer, the amount you may convert will be reduced by the amount for which you are or become eligible under any other Group Policy within thirty-one (31) days after such termination.

   If you die within thirty-one (31) days following termination of insurance as described in this section A, LINA will pay to your beneficiary the amount of Group Life Insurance you could have converted, even if you have not applied for conversion.

B. If your Group Life Insurance terminates because of your Employer's termination of participation under the Group Policy or because the Group Policy is terminated and you have been continuously insured under the Group Policy or any LINA policy it replaced, for at least five (5) years, you may also make application to convert your Group Life Insurance to an Individual Life insurance policy upon the same conditions described in A. above. However, the maximum amount you may convert shall be the amount terminated under the Group Policy less any amount for which you may become eligible under any other Group Policy within thirty-one (31) days after this Group Life Insurance terminates, but in no event shall the amount you may convert be more than $2,000.

   If you die during the thirty-one (31) day period following the termination of your insurance under the conditions as described in this section B, LINA will pay to your beneficiary the amount of Group Life Insurance you could have converted, even if you have not applied for conversion.

General Provisions Applicable to Life Insurance

Standard Provisions. (1) No policy of Group Life Insurance shall be issued or delivered in this state unless and until a copy of the form thereof has been filed with the commissioner and

approved by him/her. (2) No such policy shall be so issued or delivered unless it contains in substance the provisions set forth below.

Entire Contract, Statements Not Warranties. The policy, the application of the Policyholder and the individual applications, if any, of the Members insured, shall constitute the entire contract between the parties, and all statements made by the Policyholder or by the individual Members shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used in defense to a claim under the policy, unless it is contained in a written application, a copy of which has been furnished to the Member or to the Member's beneficiary.

Age Adjustments. There shall be an equitable adjustment of the contribution for the cost of the insurance or the amount of insurance payable in the event of a misstatement of the age of a Member.

Certificates; Beneficiary; Conversion on Termination of Employment. LINA will issue to the Policyholder for delivery to the Member, whose life is insured under such policy, an individual certificate setting forth a statement as to the insurance protection to which he/she is entitled, to whom payable, together with provision to the effect that in case of termination of the employment for any reason whatsoever the Member shall be entitled to have issued to her/him by LINA, without further evidence of insurability, and in application made to LINA within 31 days after such termination, and upon the payment of the premium applicable to the class of risk to which he/she belongs and to the form and amount of the policy at her/his then attained age, a policy of life insurance in any one of the forms then customarily issued by LINA, except term insurance, in an amount equal to the amount of his/her protection under such group insurance policy at the time of such termination.

New Entrants. To the group or class thereof originally insured shall be added from time to time all new members eligible for insurance in such group or class.

Accidental Death and Dismemberment Insurance

Death and Dismemberment Benefits

Benefits are payable according to the following table if you suffer a loss as a result of accidental injury, while insured, whose cause is external, violent and purely accidental. The accident must be independent of all other causes and the loss must occur within one-hundred eighty (180) days after the date of the accident.

The amount set forth on page 2, is payable for loss of:	One-half (½) the amount set forth on page 2, is payable for loss of:
Life	
Both hands or both feet	One hand
Sight of both eyes	One foot
Any combination of foot, hand or sight of one eye	Sight of one eye
	Speech or Hearing

One-fourth (1/4) the amount set forth on page 2 is payable for loss of: Thumb and index finger of same hand.

Note: Loss of hand or foot means loss by severance at or above the wrist or ankle joint, and loss of sight, speech or hearing means total and irrecoverable loss of sight,

speech or hearing; loss of thumb and index finger means loss by severance at the proximal phalangeal joint.

If you suffer more than one loss due to any one accident, payment will be made only for that loss for which the greatest benefit is payable. Payment will be made for the specific loss resulting from the accident without considering any previous loss.

Not Covered

Losses resulting from, or caused directly or indirectly, wholly or partly by:

1. Bodily or mental infirmity, bacterial infections (except infections caused by pyogenic organisms which shall occur with and through an accidental cut or wound) or disease or illness of any kind.
2. Self-destruction or self-inflicted injury, if intentional.
3. Participation in an insurrection or riot, war or an act of war, or service in any military or naval organization, unless such injuries are sustained while you are off duty, or
4. Participation in, or in consequence of having participated in, the committing of a felony.

General Provisions Applicable to Accidental Death and Dismemberment Insurance

Time Limit on Certain Defenses. No statement relating to insurability made by any Member eligible for coverage under the policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person with respect to whom any such statement was made.

Notice of Claim. Written notice of claim must be given to LINA within twenty (20) days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of you or the beneficiary to LINA at its Home Office in the City of Philadelphia, Pennsylvania, or to any authorized agent of LINA, with information sufficient to identify you, shall be deemed notice to LINA.

Claim Forms. LINA, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proofs of Loss. Written proof of loss must be furnished to LINA within ninety (90) days after the date of the loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of your legal capacity, later than one year from the time proof is otherwise required.

Payment of Claims. Benefit for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and

effective at the time of payment. If no such designation or provision is then effective, such benefit shall be payable to your estate. Any other accrued benefits unpaid at your death may, at the option of LINA, be paid either to such beneficiary or to such estate. All other benefits will be payable to you.
If any benefit of the policy shall be payable to your estate, or to you or a beneficiary who is a minor or otherwise not competent to give a valid release, LINA may pay such benefit up to an amount not exceeding $1000 to any relative by blood or connection by marriage of you or the beneficiary who is deemed by LINA to be equitably entitled thereto. Any payment made by LINA in good faith pursuant to this provision shall fully discharge LINA to the extent of such payment.

Physical Examinations and Autopsy. LINA at its own expense shall have the right and opportunity to examine any person when and as often as it may reasonably require during the pendency of a claim under the policy and to make an autopsy in case of death, where it is not forbidden by law.

Legal Actions. No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

Change of Beneficiary. The right to change the beneficiary is reserved to you and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary.

Section IV-General Information

Beneficiary

You may change the beneficiary for your Life and Accidental Death and Dismemberment Insurance at any time. The change in beneficiary will take effect only upon its entry on the insurance records maintained in connection with the Group Policy.

Any part of the Life and Accidental Death and Dismemberment Insurance for which there is no designated beneficiary living at your death, will be payable in a single sum to the first surviving class of the following classes of successive preference beneficiaries: Your (a) widow or widower; (b) surviving children; (c) surviving parents; (d) executors or administrators.

In the absence of the appointment of a legal guardian, any minor's share may be paid at a rate not exceeding $50 a month to such adult or adults as have in LINA's opinion assumed the custody and principal support of such minor.

Assignment of Life Insurance

No assignment by you of your Life Insurance under the Group Policy shall be valid except an assignment which recites that it is without consideration and that it is made to a named beneficiary. Such an assignment may be made without the consent of any beneficiary; however, such an assignment shall not be deemed to be effective unless in writing and accepted by LINA, and upon such acceptance it shall become effective as to LINA as of the date of assignment. Once such an assignment has been accepted and while it remains in force the assignee shall have the sole right to exercise any of the rights and privileges under the Group Policy theretofore granted to you (including, but not limited to, the conversion privilege), and shall

become entitled to receive all claim payments under the insurance assigned with respect to which no beneficiary is designated by the assignee, anything in the Group Policy to the contrary notwithstanding.

Acceptance of an assignment by LINA shall be without further liability as to any action or any payment or other settlement made by LINA before such acceptance.

No assignment by you of your Accidental Death and Dismemberment Insurance shall be valid.

Right of Recovery

If an overpayment is made due to any reason, including but not limited to clerical error or misstatement of age, LINA shall have the right to recover such overpayment from the insured person, or his/her beneficiary(ies).

Underwritten by
Life Insurance Company
of North America

MESSA®

www.messa.org

1475 Kendale Boulevard, PO Box 2560

East Lansing, Michigan 48826-2560

517.332.2581 • 800.292.4910

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