

**Group Life  
Insurance Certificate**

Bi-State Development Agency



## IMPORTANT NOTICES

If you reside in one of the following states, please read the important notices below:

### **Arizona, Florida and Maryland residents:**

**The group policy is issued in the state of Delaware and will be governed by its laws. If you reside in a state other than Delaware, this certificate of insurance may not provide all of the benefits and protections provided by the laws of your state. PLEASE READ YOUR CERTIFICATE CAREFULLY.**

### **Washington Residents:**

**(In Accordance With WAC 284-23-610, 620, 650, 730)**

The accelerated life benefit in this policy does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

If an Insured receives payment of accelerated benefits from a life insurance policy, he or she may lose the right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences for the Insured. We cannot give advice about this. The Insured may wish to obtain advice from a tax professional or an attorney before he or she decides to receive accelerated benefits under a life policy.



## NOTICE

**Benefits paid under the Accelerated Benefits provision will reduce the Death Benefit payable for life insurance.**

**Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, an Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.**

TL-004788



## **FOREWORD**

Life insurance provides individuals and their families with financial protection. The Life Insurance Benefit described in this booklet will help secure your family's financial security in the event of your death.

The need for life insurance protection depends on individual circumstances and financial situations. A portion of the cost of this coverage is provided by your Employer. You may need to contribute to the remaining cost of coverage through payroll deduction so that your benefit program is more comprehensive and responsive to your needs.

The following pages describe the main provisions of the life insurance plan available to you.

Insurance benefits described in the following pages will apply to you if your Employer has made this coverage available to you at no cost or you have elected the benefit and authorized payroll deduction for the required premium.



**LIFE INSURANCE COMPANY OF NORTH AMERICA**

1601 CHESTNUT STREET  
PHILADELPHIA, PA 19192-2235

(888) 842-4462 Dial 711 to access telecommunications relay services

**A STOCK INSURANCE COMPANY**

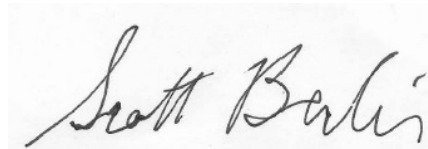
**GROUP INSURANCE  
CERTIFICATE**

We, the LIFE INSURANCE COMPANY OF NORTH AMERICA, have issued a Group Policy, FLX-970854, to TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE TRANSPORTATION AND PUBLIC UTILITIES INDUSTRY on behalf of Bi-State Development Agency.

This certificate describes the benefits and basic provisions of your coverage. You should read it with care so you will understand your coverage.

This is not the insurance contract. It does not waive or alter any of the terms of the Policy. If questions arise, the Policy will govern. You may examine the Policy at the office of the Policyholder or the Administrator.

This certificate replaces any and all certificates which may have been issued to you in the past under the Policy.

A handwritten signature in cursive script that reads "Scott Berlin". The signature is written in black ink on a light-colored background.

Scott Berlin, President



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## **SCHEDULE OF BENEFITS**

**Policy Effective Date:** January 1, 2026

**Policy Anniversary Date:** January 1

**Policy Number:** FLX-970854

### **Class Definition**

You are eligible for insurance if you are a member of the class defined below.

All Disabled Employees of the Employer who were disabled on or after January 1, 2017, and who remain thereafter continuously Disabled, as defined in the Policy.

“Disability/Disabled” means because of injury or Sickness an Employee is unable to perform the material duties of his or her regular occupation, or is receiving disability benefits under the Employer’s plan, during the initial 9 months of disability. Thereafter, the Employee must be unable to perform all of the material duties of any occupation which he or she may reasonably become qualified based on education, training or experience, or is subject to the terms of a Rehabilitation Plan approved by the Insurance Company.

“Regular occupation” means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

## **LIFE INSURANCE BENEFITS**

If an Insured is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the first date the Insured is in Active Service on or after the date of the change in class.

### **Employee Benefits**

Basic Benefit	1 times your Annual Compensation plus \$25,000
Guaranteed Issue Amount:	the lesser of 1 times Annual Compensation plus \$25,000 or \$600,000
Maximum Benefit:	the lesser of 1 times Annual Compensation plus \$25,0000 or \$600,000

The Benefit Amount, Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$1,000, if not already a multiple thereof, plus \$25,000.

Basic Terminal Illness Benefit	You can elect up to 80% of Basic Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$480,000.
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Voluntary Benefit	0.5, 1 or 2 times your Annual Compensation
Guaranteed Issue Amount:	the lesser of 2 times Annual Compensation or \$400,000
Maximum Benefit:	the lesser of 2 times Annual Compensation or \$600,000

The Benefit Amount, Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$1,000, if not already a multiple thereof.

Voluntary Terminal Illness Benefit	You can elect up to 80% of Voluntary Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$480,000.
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### **Spouse Benefits**

Voluntary Benefit	
Option 1	\$10,000
Option 2	\$20,000
Option 3	\$25,000
Guaranteed Issue Amount:	\$25,000

Terminal Illness Benefit	The insured can elect up to 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.
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### **Dependent Child Benefits**

Voluntary Benefit	
Option 1	\$2,500
Option 2	\$5,000
Option 3	\$7,000

You may select one of the options shown above for your Spouse. If you elect coverage for your Dependent Children, each eligible child will be insured for the amount corresponding to the option selected for your Spouse.

All Dependent Child benefits are Guaranteed Issue.

### **Former Employee Benefits**

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits allowable to you, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.
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Any amount elected in excess of the Life Insurance Benefits in effect on the date you no longer qualify as an Employee will be effective on the date the Insurance Company agrees in writing to insure you.

Maximum Benefit Period	To Age 70
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Terminal Illness Benefit	You can elect up to 80% of Life Insurance Benefits in force on the date you are determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$960,000.
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### **Spouse of Former Employee Benefits**

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits available to a Spouse.  Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date your employment with the Employer ends will be effective on the date we agree in writing to insure him or her.
Maximum Benefit Period	To Age 70
Terminal Illness Benefit	The insured can elect up to 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

### **Former Spouse Benefits**

Amount of Insurance	An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits available to a Spouse.  Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse will be effective on the date we agree in writing to insure him or her.
Maximum Benefit Period	To Age 70
Terminal Illness Benefit	The insured can elect up to 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

### **Former Dependent Child Benefits**

Amount of Insurance	Units of \$25,000
Guaranteed Issue Amount:	\$25,000
Maximum Benefit:	\$50,000
Maximum Benefit Period	To Age 70

TL-004774

## WHO IS ELIGIBLE

### Classes of Eligible Persons

A person may be insured only once under the Basic Life portion of the Policy even though he or she may be eligible under more than one class. A person may also be insured only once under the Voluntary Life portion of the Policy as an Employee, Spouse or Dependent Child, even though he or she may be eligible under more than one class.

An Employee who is the Spouse of another Employee may not be insured for Voluntary Life Insurance as both an Employee and as a Spouse at the same time.

Any Employee, who is eligible for Voluntary Life Insurance, will not be eligible to be insured as a Dependent Child of another Employee.

If an Employee is eligible and has enrolled as the Spouse of another Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as a Spouse, that Employee may, within 31 days, enroll for coverage as an Employee, in an amount equal to the lesser of (1) the amount of Spouse Voluntary Life Insurance terminating, or (2) the maximum amount of Employee Voluntary Life Insurance for which the Employee is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option. This provision shall be in lieu of the Policy's provisions, if any, regarding coverage changes following Life Status Changes.

If a Spouse is eligible and has enrolled for Voluntary Life Insurance as an Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as an Employee, the Spouse may, within 31 days, instead become enrolled as a Spouse of another Employee, in an amount equal to the lesser of (1) the amount of Employee Voluntary Life Insurance terminating, or (2) the Maximum Benefit Amount of Spouse Voluntary Life Insurance for which the Spouse is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option.

A Dependent Child of two or more Employees may only be insured once under the Policy. If an Employee who has elected to insure Dependent Children ceases to be eligible to do so, then the Employee's Spouse may, within 31 days, elect to insure Dependent Children, provided he or she is insured as an Employee. In all cases, "Dependent Child" shall be defined with respect to the Employee who has enrolled dependent children.

In all cases, amounts of insurance referred to in these provisions shall be determined before the application of any reductions in benefits due to age.

Any amount of Voluntary Life Insurance Coverage which cannot be continued under the above provisions may be subject to the Conversion Privilege.

### Employee

If you qualify under the Class Definition shown in the Schedule of Benefits, you are eligible to be insured under the Policy on the Policy Effective Date.

### Spouse

Your Spouse is eligible to be insured on the date you are eligible or the date he or she becomes your Spouse, if later.

For eligibility purposes, your Spouse must be a lawful Spouse and not legally separated from, divorced from, or widowed by you.

## **Dependent Child**

Your Dependent Child is eligible to be insured on the date you are eligible or the date the child becomes a Dependent Child, if later.

In no event will a Dependent Child be eligible to be insured more than once under the Policy.

TL-004710-1

## **WHEN COVERAGE BEGINS**

You, your Spouse and Dependent Children will be insured for an amount not to exceed the Guaranteed Issue Amount on the date you become eligible, if you are not required to contribute to the cost of this insurance.

You and your Spouse will be insured for an amount that exceeds the Guaranteed Issue Amount on the date we agree in writing to provide this coverage. We will require an eligible person to satisfy the Insurability Requirement before we agree to insure him or her.

If you are required to contribute to the cost of this insurance, you may elect insurance for yourself, your Spouse and Dependent Children only by authorizing payroll deduction in a form approved by the Employer and us. The effective date of this insurance depends on the date and amount of insurance elected.

If you elect coverage within 31 days after you become eligible to enroll or increase coverage, the Guaranteed Issue Amount will be effective on the latest of the following dates:

1. The Policy Effective Date.
2. The date you authorize payroll deduction for this insurance.
3. The date the Employer or Insurance Company receives the completed enrollment form.

If you or your Spouse elect insurance in an amount that exceeds the Guaranteed Issue Amount or if your enrollment form is received more than 31 days after you become eligible to elect coverage, this insurance is effective on the date we agree in writing to provide this coverage. We will require an eligible person to satisfy the Insurability Requirement before we agree to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date he or she qualifies as a Dependent Child.

If an eligible Spouse, Dependent Child or Retired Employee is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
  2. confined to his or her home under the care of a Physician
- on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse, Dependent Child or Retired Employee was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage. This does not apply to a Dependent Child who is age 6 months or less.

TL-004712

## **WHEN COVERAGE ENDS**

Coverage will end on the earliest of the following dates:

1. the date you are eligible for coverage under a plan intended to replace this coverage;
2. the date we terminate the Policy;
3. the date you, your Spouse or Dependent Children are no longer eligible;

4. the day after the end of the period for which required premiums are paid;
5. the date the Employer cancels participation under the Policy; and
6. the date your coverage ends, for any insured Spouse or Dependent Child.

TL-004714-1

## **WHEN COVERAGE CONTINUES**

### **Portability Options** *For Employees*

If your coverage under the Policy ends prior to age 70, for any of the following reasons:

- a. termination of employment; or
- b. termination of membership in an eligible class under the Policy;

Life Insurance Benefits may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

You must apply to the Insurance Company and pay the required premium. If you continue coverage, coverage for your Spouse or Dependent Child may also be continued by you. Your Spouse or Dependent Child must be covered under the Policy on the date coverage would otherwise end. The application must be submitted:

- a. within 31 days of your termination of employment or membership in an eligible class under the Policy; or
- b. during the time that you have to exercise the Conversion Privilege.

Coverage under this option may not be elected at a later date.

When applying for this option, you must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of your estate.

When coverage is continued under this option, you become a Former Employee. Your Spouse becomes a Spouse of a Former Employee. Your Dependent Child becomes a Dependent Child of a Former Employee.

If you, as a Former Employee, later acquire a Spouse or Dependent Child, you may elect coverage for them. You must apply to the Insurance Company and pay the required premium. Coverage for your Spouse or Dependent Child will be effective on the date we agree in writing to insure them. We may require that your Spouse or Dependent Child satisfy the Insurability Requirement before we agree to insure them.

Coverage will end on the earliest of the following dates.

- a. The date we cancel coverage for all Former Employees.
- b. The end of the period for which premiums are paid.
- c. The date an Insured reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for any Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

### *For Spouse of a Former Employee*

If your eligibility under the Policy ends prior to age 70, for any of the following reasons:

- a. termination of employment; or
- b. termination of membership in an eligible class under the Policy;

Your Spouse's Life Insurance Benefits may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option. If coverage is continued for your Spouse, coverage may also be continued for your Dependent Child.

You must apply to the Insurance Company and pay the required premium. Your Spouse and Dependent Child must be covered under the Policy on the date coverage would otherwise end. The application must be submitted:

- a. within 31 days of your termination of employment or membership in an eligible class under the Policy; or
- b. during the time that you have to exercise the Conversion Privilege.

Coverage under this option may not be elected at a later date.

When applying for this option, your Spouse must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Insured's estate.

When coverage is continued under this option, you become a Former Employee. Your Spouse becomes a Spouse of a Former Employee. Your Dependent Child becomes a Dependent Child of a Former Employee.

Coverage will end on the earliest of the following dates.

- a. The date the Insurance Company cancels coverage for all Spouse of Former Employees.
- b. The end of the period for which premiums are paid.
- c. The date an Insured reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for any Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

### *For Former Spouses*

If prior to age 70, a Spouse is:

- a. legally separated, divorced; or
- b. widowed

from an insured Employee or Former Employee, Life Insurance Benefits may be continued. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option. The Spouse must apply to the Insurance Company and pay the required premium.

A Spouse who continues coverage may also continue coverage for a Dependent Child. The Dependent Child must be covered under the Policy on the date coverage would otherwise end. A Spouse must elect to continue insurance under this option within 31 days after coverage ends. Coverage may not be elected at a later date.

When applying for this option, a Spouse must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Spouse's estate.

When coverage is continued under this option, the Spouse becomes a Former Spouse. A separate certificate of insurance will be issued to the Former Spouse. Coverage will be effective on the date after coverage as a Spouse ends if the required premium is paid.

Coverage will end on the earliest of the following dates.

- a. The date we cancel coverage for all Former Spouses.
- b. The end of the period for which premiums are paid.
- c. The date the Former Spouse reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for a Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

#### *For Dependent Children*

If a Dependent Child is insured under the Policy and is at least 19 years of age, Life Insurance Benefits may be continued under this option. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Dependent Child must apply to the Insurance Company and pay the required premium. If a Dependent Child does not elect to continue insurance within 31 days after reaching age 19; or the date he or she no longer qualifies as a Dependent Child, if later, coverage under this option may not be elected at a later date.

When applying for this option, a Dependent Child must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Dependent Child's estate.

When a Dependent Child continues coverage under this option, he or she becomes a Former Dependent Child. A separate certificate of insurance will be issued to the Former Dependent Child. Coverage for a Former Dependent Child will be effective on the following dates.

- a. For any Guaranteed Issue Amount, immediately following the date his or her coverage as a Dependent Child ends, provided the Insurance Company receives the required premium.
- b. For any amount of insurance that exceeds the Guaranteed Issue Amount, the date the Insurance Company agrees in writing to insure him or her. The Insurance Company will require the Former Dependent Child to satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage will end on the earliest of the following dates.

- a. The date we cancel coverage for all Former Dependent Children.
- b. The end of the period for which premiums are paid.
- c. The date the Former Dependent Child is age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

TL-004716 as modified by TL-009330

## **WHAT IS COVERED**

### **LIFE INSURANCE BENEFITS**

#### **Death Benefit**

If an Insured dies, we will pay the Life Insurance Benefit in force for that Insured on the date of his or her death.

TL-004730

#### **Accelerated Benefits**

Any benefits payable under this and under any similar Accelerated Benefits provision accelerated under a Prior Plan will reduce the Death Benefit payable for Life Insurance. We will deduct from any Death Benefit payable under this Policy, the amount of any similar accelerated benefit paid under a Prior Plan.

Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision, unless the Insured is determined by the Insurance Company not to be eligible for Accelerated Benefits.

#### **Terminal Illness Benefit**

We will pay a Terminal Illness Benefit to an Insured who has incurred a Terminal Illness while insured under this provision.

The Terminal Illness Benefit is shown on the Schedule of Benefits.

A claim for a similar terminal illness benefit under a Prior Plan or group policy intended to replace this Policy shall be deemed payable until such time as it is finally determined not to be payable.

#### ***Determination of Terminal Illness***

For the purpose of determining the existence of a Terminal Illness, we will require the Insured submit the following proof:

1. A written diagnosis and prognosis by a licensed Physician; and
2. Supportive evidence satisfactory to us, including but not limited to, radiological, histological or laboratory reports documenting the Terminal Illness.

We may require, at our expense, an examination of the Insured and a review of the documented evidence by a Physician of our choice.

Such proofs must be submitted to us within the period of time provided in the *Proof of Loss* section of the Policy. For purposes of this Benefit, the date of loss shall be the date of first prognosis of Terminal Illness.

"Terminal Illness" means that, due to an Injury or Sickness, the Insured has a prognosis of 12 months or less to live without reasonable prospect of recovery, as determined by us.

### ***Payment of Terminal Illness Benefit***

The Terminal Illness Benefit will be payable in accordance with the provisions of the *To Whom Payable* section of the Policy.

The Terminal Illness Benefit is payable only once under the Policy in an Insured's lifetime.

### ***Conditions Applicable to Coverage***

Unless the Insured qualifies for waiver of premium, premium payments must continue to be paid on the full amount of group life insurance, including during any Continuation of Insurance under the Policy, in accordance with the *Premium* section in the *Administrative Provisions*.

The amount of Life Insurance which may be converted under the *Conversion Privilege* cannot exceed the amount of the reduced death benefit payable under the Policy.

Before a Terminal Illness Benefit is paid in a Community Property state, we may require the written consent of the Insured's Spouse.

### ***Exclusions Applicable to Terminal Illness Benefit***

A Terminal Illness Benefit will not be payable:

1. when the Insured has irrevocably assigned group life insurance under this Policy;
2. when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a qualified domestic relations order;
3. for any intentionally self-inflicted Injury or Sickness, or suicide attempt;
4. if the Insured's coverage ends under the *When Coverage Ends* provision prior to the prognosis of Terminal Illness;
5. if the required premium is due and unpaid;
6. if this Policy terminates prior to the prognosis of Terminal Illness;
7. if you or the Insured is only provided coverage under the Takeover provision of the Policy (Employees Not in Active Service on the Policy Effective Date); or
8. if the date of first prognosis of Terminal Illness occurs more than 12 months before the submission of the Terminal Illness claim.

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### ***Conversion Privilege for Life Insurance***

Each Insured may convert all or any portion of his or her Life Insurance that would end under the Policy due to:

1. termination of employment;
2. termination of membership in an eligible class under the Policy;
3. termination of the Policy.

The Insured may apply for any type of life insurance we offer to persons of the same age in the amount applied for, except you may not:

1. choose term insurance;
2. apply for an amount of insurance greater than the coverage amount terminating under the Policy (also, the conversion policy will not provide accident, disability or other benefits); or
3. apply for more than \$10,000 of insurance if the Policy is terminated or amended to terminate the insurance for any class of Insureds, or the Employer cancels participation under the Policy. Conversion in these cases is only permitted if you have been covered by the Policy or, any group life insurance policy issued to the Employer which the Policy replaced, for at least 3 years.

If the Insured becomes eligible for coverage under any group life policy within 31 days of termination of coverage under this Policy, the Insured may not convert an amount of insurance greater than the amount of coverage terminating under the Policy less the amount for which he or she may be covered under the other policy.

To apply for conversion insurance, the Insured must, within 31 days after coverage under the Policy ends:

1. submit an application to us; and
2. pay the required premium.

Evidence of insurability is not required.

Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

If the Insured has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends provided the application is received by us and the required premium has been paid.

If the Insured dies during the 31-day conversion period, the Life Insurance benefits will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any further benefits for that type and amount of insurance from this Policy.

#### *Extension of Conversion Period*

If an Insured is eligible for conversion insurance and is not notified of this right at least 15 days prior to the end of the 31-day conversion period, the conversion period will be extended. The Insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 31 days after his or her coverage under the Policy terminates, Life Insurance benefits:

1. will not be paid under the Policy; and
2. will be payable under the conversion insurance; provided:
  - a. the Insured's application for conversion insurance has been received by us; and
  - b. the required premium has been paid.

#### *Prior Conversion Limitation*

If an Insured is covered under a life insurance conversion policy previously issued by us, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended.

TL-009740

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to you if you were covered under the Prior Plan for more than two years. If you were not insured for two years under the Prior Plan, credit will be given for the time you were insured.

TL-004752

## **LIFE INSURANCE EXCLUSIONS**

If an Employee or Spouse commits suicide, while sane or insane, within 2 years from the date the Insured's insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Employee's or Spouse's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to you if you were covered under the Prior Plan for more than two years. If you were not insured for two years under the Prior Plan, credit will be given for the time you were insured.

TL-004752

## **CLAIM PROVISIONS**

### **Notice of Claim**

Written notice of claim, or notice by any other electronic/telephonic means authorized by us, must be given to us within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by us, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's name, the Policy Number and the claimant's name and address.

Written notice, or any other electronic/telephonic means authorized by us, of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice, or any other electronic/telephonic means authorized by us, was given as soon as reasonably possible.

### **Claim Forms**

When we receive notice of claim, we will send claim forms for filing proof of loss. If we do not send claim forms within 15 days after notice is received by us, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by us, of the nature and extent of the loss.

### **Claimant Cooperation Provision**

If you fail to cooperate with us in our administration of your claim, we may terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Insurance Data**

The Employer is required to cooperate with us in the review of claims and applications for coverage. Any information we provide to the Employer in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

### **Proof of Loss**

You must provide written proof of loss to us, or proof by any other electronic/telephonic means authorized by us, within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by us, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by us, must be given not more than one year after the 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by us, is provided outside of these time limits, the claim will be denied. These time limits will not apply due to lack of legal capacity.

Written proof, or any other electronic/telephonic means authorized by us, of loss for Accelerated Benefits must be furnished 90 days after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

### **Time of Payment**

Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid immediately upon receipt of due written proof of such loss.

Subject to the receipt of satisfactory written proof of loss, all accrued benefits for loss for which the Policy provides installment payments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

### **Manner of Payment of Claims**

The Subscriber authorizes that any benefit payment due as a lump sum of \$5,000 or more shall be credited to a draft account with the Insurance Company, in the name of the beneficiary. The beneficiary may withdraw the entire proceeds at any time by issuing one or more drafts, or may withdraw lesser amounts, subject to a minimum account balance set by the Insurance Company from time to time. Interest shall be credited to such account at rates as determined from time to time by the Insurance Company.

### **Physical Examination and Autopsy**

We may, at our expense, exercise the right to examine any person for whom a claim is pending as often as we may reasonably require. Also, we may, at our expense, require an autopsy unless prohibited by law.

### **Legal Actions**

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by us, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

### **Time Limitations**

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which you live when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

### **Physician/Patient Relationship**

You have the right to choose any Physician who is practicing legally. We will in no way disturb the Physician/patient relationship.

TL-004724 as modified by TL-009370

## **ADMINISTRATIVE PROVISIONS**

### **Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If an Insured's coverage amount is reduced due to acceleration of a Death Benefit, premium will be based on the amount of coverage in force on the day before the reduction took place.

**Your Grace Period**

If your required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

**Draft Accounts**

The Insurance Company shall be entitled to retain, as part of its compensation, any earnings on draft accounts created in connection with benefit claims, in excess of interest credited under the terms of the policy.

TL-004722

**GENERAL PROVISIONS****Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for insurance.

**Misstatement of Age**

If an Insured's age has been misstated, we will adjust all benefits to the amounts that would have been purchased for the correct age.

**Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

**Assignment of Benefits**

We will not be affected by the assignment of your certificate until the original assignment or a certified copy of the assignment is filed with us. We will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

**Clerical Error**

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

**Ownership of Records**

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

TL-004728

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

### **Accident**

The term Accident means a sudden, unforeseeable external event that causes you bodily Injury and occurs while your coverage is in force under the Policy.

### **Annual Compensation**

Annual Compensation means your annual wage or salary as reported by the Employer for work performed for the Employer as of the date the covered loss occurs. It does not include amounts received as bonuses, commissions, overtime pay or other extra compensation. Annual Compensation is determined initially on the date you apply for coverage. A change in the amount of Annual Compensation is effective on the date of the change, if the Employer gives us written notice of the change and the required premium is paid.

### **Dependent Child**

A child who meets the following requirements.

1. A child from live birth but less than 26 years old;
2. A child who is 26 or more years old, primarily supported by you and incapable of self-sustaining employment by reason of mental or physical incapacity.

The term "child" means:

- a. your natural child;
- b. your legally adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of your Spouse provided the child is living with, and is financially dependent upon you;
- c. a stepchild born to your Spouse and who is living with and financially dependent upon you;
- d. a child for whom you are the court-appointed legal guardian and who resides with, and is financially dependent upon you.

### **Employee**

For eligibility purposes, you are an Employee if you work for the Employer and are in one of the "Classes of Eligible Employees." Otherwise, you are an Employee if you are an employee of the Employer who is insured under the Policy. The term includes a retired Employee who satisfies the Class Definition shown in the Schedule of Benefits.

### **Employer**

The Employer who has subscribed to the Policyholder and for the benefit of whose Employees this policy has been issued. The Employer, named as the Subscriber on the front of this Policy, includes any affiliates or subsidiaries covered under the Policy. The Employer is acting as your agent for transactions relating to this insurance. You shall not consider any actions of the Employer as actions of the Insurance Company.

### **Injury**

Any accidental loss or bodily harm that results directly and independently from all other causes from an Accident.

### **Insurability Requirement**

An eligible person satisfies the Insurability Requirement for an amount of coverage on the day we agree in writing to accept you as insured for that amount. To determine a person's acceptability for coverage, we will require you to provide evidence of good health and may require it be provided at your expense.

**Insurance Company**

The Insurance Company underwriting the Policy is named on your certificate cover page. References to the Insurance Company have been changed to "we", "our", "ours", and "us" throughout the certificate.

**Insured**

You are an Insured if you are eligible for insurance under the Policy, insurance is elected for you, the required premium is paid and your coverage is in force under the Policy.

**Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include you, your spouse, the immediate family (including parents, children, siblings, or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of you or your spouse, or a person living in your household.

**Policy Anniversary**

A Policy Anniversary is the date stated on the policy cover and the same date that follows every 12 months for as long as the Policy is in effect.

**Policy Effective Date**

The Policy Effective Date is the date stated on the policy cover.

**Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits to you, sponsored by the Employer and in effect directly prior to the Policy Effective Date. A Prior Plan will include the plan of an employer in effect on the day prior to:

1. That employer's addition to this policy; or
2. With the approval of the Insurance Company, the addition of all employees, or all of a defined group of employees, of an employer, as a result of an agreement to which that employer (or a parent or shareholder of that employer) is a party.

To be covered under the Policy, required premium must be paid for all covered Employees.

**Sickness**

The term Sickness means a physical or mental illness.

**Spouse**

Your current lawful spouse.

**Subscriber**

Any participating organization that subscribes to the trust to which this Policy is issued, and which is insured under this Policy.

TL-004708-1

**STATE MODIFYING PROVISIONS AMENDMENT RIDER**

Subscriber: Bi-State Development Agency  
Policy No. FLX-970854  
Amendment Effective Date: January 1, 2026

This amendment is attached to and made part of the Policy/Certificate specified above. Its provisions are intended to conform this Policy/Certificate to the laws of the state in which the insured resides.

The Policy delivered under the Group Policy are amended as follows:

**APPLICABLE TO CALIFORNIA RESIDENTS:**

**1. Conversion Privilege for Life Insurance**

Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

- a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
- b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
- c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
- d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

**APPLICABLE TO FLORIDA RESIDENTS:**

The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

**APPLICABLE TO MARYLAND RESIDENTS:**

The Group Insurance Policy was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

**APPLICABLE TO MINNESOTA RESIDENTS:**

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the Employee or Spouse subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

**APPLICABLE TO MISSOURI RESIDENTS:**

Applicable to Voluntary Life Insurance Benefits

If an Employee or Spouse commits suicide, while sane or insane, within 1 year from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Employee's or Spouse's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than one year. If a person was not insured for one year under the Prior Plan, credit will be given for the time he or she was insured.

**APPLICABLE TO NORTH DAKOTA RESIDENTS:**

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the Employee or Spouse subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

**APPLICABLE TO OREGON RESIDENTS:**

NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR OREGON RESIDENTS

**APPLICABLE TO VERMONT RESIDENTS:**

To the extent the Policy provides insurance coverage to a spouse, the identical consideration must be applied to same sex marriages and civil unions. The language is as follows:

1. Civil Union Partner means:
  - a. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until:
    - (1) the civil union is dissolved under applicable law; or
    - (2) either the Employee or the Civil Union Partner marries another person.
2. Spouse means:
  - a. "Lawful spouse" and includes a lawful spouse of the same sex.
  - b. This also includes a partner to a civil union recognized under Vermont Law.

## APPLICABLE TO WASHINGTON RESIDENTS:

1. The following *Continuation of Insurance* provision is added to the Policy:

### **Continuation of Life Coverage During Labor Disputes**

If an Employee's Active Service ends because of a Labor Dispute and his or her premium for Life Insurance Benefits under the Policy is paid either by the Employer, in whole or in part, or by the Employee through payroll deductions, then the Employee may continue his or her Life Insurance Benefits. The Employer will send written notice of the right to continue coverage to each insured Employee at his or her most recent address as on file with the Employer.

To continue coverage, the Employee must pay premiums directly to the Employer, who will remit the premiums to the Insurance Company. Premiums must be paid by the date they are due, subject to the 31 day grace period. Policy coverages and premiums will stay the same during a Labor Dispute; however, the Insurance Company may make normal changes in premium rates when the Policy is renewed, under the terms set forth in the Policy.

Coverage continued in this manner will end on the earliest of the following dates.

- a. The date the Labor Dispute has ended.
- b. The date coverage has been continued for 6 months.

If the Labor Dispute continues beyond 6 months, the Employee may apply for an individual insurance policy, as set forth in detail under "Conversion Privilege for Life Insurance."

"Labor Dispute," as used here, means a strike, lockout, or other labor dispute between the Employer and its Employees, during which time the Employee is not paid by the Employer.

2. If the Policy provides coverage to dependents, benefits for a Spouse or Dependent Child are limited to 100% of the insured Employee's coverage amount. Stand-alone Spouse and Dependent Child coverage (when Employee is not insured) is not permitted.
3. The *Suicide* Exclusion, if any, does not apply.
4. To the extent the policy includes *Accelerated Benefits*, the following resolution of disputes requirements are added to the Policy.
  - For Terminal Illness – *Determination of Terminal Illness*

In the event the Physician representing the Insurance Company disputes the existence of a Terminal Illness, and the dispute cannot be resolved, the Insured has the right to mediation and binding arbitration in accordance with Washington Administrative Code 284-23-730.

5. The *Incontestability Provision* is replaced as follows:

### **Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested.

6. If the term “*Accident*” is defined in the Policy, it is replaced by the following:

**Accident**

An Accident is a sudden, unforeseeable event that causes bodily Injury to an Insured while coverage is in force under the Policy.

7. Any Domestic Partner of an Employee who is registered as a Domestic Partner under Washington state law will be deemed to be eligible on the same basis as a Spouse.

Please refer to your certificate of insurance which describes the benefit provisions and limitations applicable to you as a resident of this state.

Signed for the  
**Life Insurance Company of North America**

A handwritten signature in black ink that reads "Scott Berlin". The signature is written in a cursive style and is centered on a light-colored rectangular background.

Scott Berlin, President

TL-00-3000.00



**UNDERWRITTEN BY:  
LIFE INSURANCE COMPANY OF NORTH AMERICA  
a New York Life Insurance company**

Class 5  
03/2026

