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**YOUR  
GROUP INSURANCE  
PLAN**

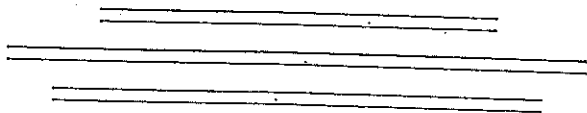
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**Mapleton Public School**

**Adams County School District 1**

Revised April 1, 2006



### HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

Adams County School District No. 1  
5291 East 60th Avenue  
Commerce City, CO 80022

### CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-775-8805

### NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company  
Denver Group Office  
9100 E. Panorama Drive #150  
Englewood, CO 80112  
Telephone: 1-303-830-3100

When contacting the Company please have your policy number available. Your policy number is GLUG-5L85.

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appear in the following order.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA  
LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

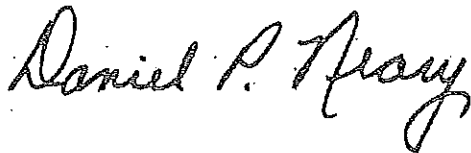
United of Omaha Life Insurance Company certifies that Group Policy No. GLUG-5L85 (policy) has been issued to Adams County BOCES (Policyholder).

Insurance is provided for certain employees as described in the policy.


The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any previous Certificate issued under the policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

## DEFINITIONS

When used in the policy or your certificate:

**Our, We, Us** means the Company shown on your Certificate of Insurance.

**You, Your, Insured Person** means an employee who is insured under the policy.

**Sickness** means a disease, disorder or condition, which requires treatment by a physician.

**Injury** means an accidental bodily injury which requires treatment by a physician. It must result in loss independently of sickness and other causes.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM), chiropractic (DC), optometrist (OD) or dentist (DDS);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with you or is part of your family (you; your spouse; or a child, brother, sister or parent of you or your spouse).

**Total Disability or Totally Disabled** means that because of an injury or sickness you are completely and continuously unable to perform any work or engage in any occupation.

**Rider** means a provision added to the policy or your certificate to expand or limit benefits or coverage.

## GENERAL PROVISIONS

### Eligible Employees

You are eligible on the day you begin active employment with the Policyholder.

You are eligible as long as:

- (a) you are a regular full-time employee of the Policyholder;
- (b) you are and continue to be actively employed; and
- (c) you receive compensation for your work from the Policyholder for your work for the Policyholder.

**NOTE:** If you were eligible for coverage under the prior group plan but did not elect coverage, you may enroll in this plan if you provide evidence of good health. If evidence is acceptable to us, we will determine the date insurance begins.

**Active Employment and Actively Employed** means working 20 hours or more a week at your:

- (a) regular job; and
- (b) customary place of employment or other location to which you must travel to perform your regular job.

### When Your Insurance Begins

You will become insured on the first day of the policy month which coincides with or follows the day you become eligible, provided you are actively at work on that day. If you are not actively at work on that day, your insurance will begin on the first day of the policy month which coincides with or follows the day you return to active work.

### **Exceptions**

1. If, on the day your insurance is to begin:
  - (a) you are on a regular paid day of vacation; or
  - (b) such day is a regular non-working day;you will still be considered actively at work if you were available for work on the last preceding regular work day.

2. If, on the day your insurance is to begin you do not report to work, you will be considered actively at work if you are available for work on that day.
3. If your customary place of employment is at your home, you will be considered actively at work if you are not confined on that day (as described in the Confinement Rule below).

#### Confinement Rule

If you are:

- (a) hospital confined;
- (b) confined in any institution/facility other than a hospital due to an injury or sickness; or
- (c) confined at home and under the supervision of a physician;

insurance will begin on the first day of the policy month which coincides with or follows the day after such confinement ends.

If you are an active employee and you are not:

- (a) confined; and
- (b) available for work because of injury or sickness;

insurance will begin on the first day of the policy month which coincides with or follows the day you return to active work.

#### Amount of Coverage

The amount of coverage for your classification is shown in the Schedule.

#### Changes in Your Classification or in the Amount of Your Coverage

Any changes in your classification or coverage will take effect on the first day of the policy month which coincides with or follows the day of the change provided you are actively at work on that day. If you are not actively at work, the following conditions will apply:

- (a) If the change involves an increase in coverage, the change will not take effect until the first day of the policy month which coincides with or follows the day you return full-time to your regular job.
- (b) If the change involves a decrease in coverage, the change will take effect on the day of the change.

### When Your Insurance Ends

Your insurance will end at midnight on the earliest of:

- (a) the day the policy ends;
- (b) the day any premium for your insurance is due and unpaid;
- (c) the day before you enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or
- (d) the last day of the policy month in which you are no longer eligible under the policy.

You will no longer be eligible when:

- (a) you are no longer in an eligible class; or
- (b) you do not satisfy:
  - (1) the requirements for hours worked; or
  - (2) any other eligibility condition in the policy.

However, upon uninterrupted payment of premium to us, your insurance will be continued in accord with the following continuation provision.

### Continuation of Insurance

With respect to Life Insurance and Accidental Death and Dismemberment Benefits your insurance will be continued for 12 months in the event you are laid off, go on approved leave of absence by the School District or are disabled.

You should contact the Policyholder to determine the amount of contribution, if any, you are required to make in order to continue your insurance.

This policy does not allow continuation of COBRA Group Health coverage as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA).



**FAMILY AND MEDICAL LEAVE  
as Federally Mandated**

**Family and Medical Leave**

If you become eligible for a family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to such Act) your insurance coverage may be continued on the same basis as if you were an actively-at-work employee for up to 12 weeks during the 12 month period, as defined by your employer, for any of the following reasons:

- (a) to care for your child after the birth or placement of a child with you for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for your spouse, child, foster child, adopted child, stepchild, or parent who has a serious health condition; or
- (c) for your own serious health condition.

In the event you or your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a serious health condition, the continued coverage may not exceed a combined total of 12 weeks.

**Conditions:**

- (a) If, on the day your insurance is to begin, you are already on an FMLA leave of absence you will be considered actively at work. Insurance for you and any eligible dependents (if applicable) will begin in accordance with the terms of the policy. However, if your leave of absence is due to a serious health condition, benefits for that condition will not be payable to the extent benefits are payable under any prior group plan.
- (b) You are eligible to continue coverage under FMLA if:
  - (1) you have worked for your employer for at least one year;
  - (2) you have worked at least 1,250 hours over the previous 12 months;
  - (3) your employer employs at least 50 employees within 75 miles from your worksite; and

- (4) you continue to pay any required premium for yourself and any eligible dependents (if applicable) in a manner determined by your employer.
- (c) In the event you choose not to pay any required premium during your leave, your insurance coverage will not be continued during the leave. You will be able to reinstate your coverage on the day you return to work, subject to any changes that may have occurred in the policy during the time you were not insured. You and any insured dependents (if applicable) will not be subject to any evidence of good health requirement provided under the policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
- (d) You and your dependents (if applicable) are subject to all conditions and limitations of the policy during your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
- (e) If requested by us, you or your employer must submit proof acceptable to us that your leave is in accordance with FMLA.
- (f) This FMLA continuation is concurrent with any other continuation option except for COBRA, if applicable.
- (g) FMLA continuation ends on the earliest of:
  - (1) the day you return to work;
  - (2) the day you notify your employer that you are not returning to work;
  - (3) the day your coverage would otherwise end under the policy; or
  - (4) the day coverage has been continued for 12 weeks.

**Definitions**

Prior group plan means the group plan providing similar benefits (whether insured or self-insured plans provided by the Policyholder) in effect immediately prior to the effective date of this policy.

Serious Health Condition is defined as stated in the FMLA.

**Important Notice:**

Contact your employer for additional information regarding FMLA.

**UNIFORMED SERVICES EMPLOYMENT AND  
REEMPLOYMENT RIGHTS  
as Federally Mandated**

**Definitions**

**USERRA** means the Uniformed Services Employment and Reemployment Rights Act of 1994 (including any amendments to such ACT and any interpretive regulations or rulings).

**Service in the uniformed services** means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

**Uniformed services** means the United States Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

**Reemployment** (following service in the uniformed services)

Following your discharge from such service, you may be eligible to apply for reemployment with your former employer in accord with USERRA.

**Benefits**

Your employer's leave of absence policy will determine your right to participate in any group insurance, such as Life, Accidental Death and Dismemberment, Weekly Disability, and Long Term Disability.

After reemployment, credit will be given, if applicable, for the period of such service, if required to determine your benefit amounts, eligibility, or costs.

**Important Notice**

In the event of a conflict between this provision and USERRA, the provisions of USERRA, as interpreted by your employer or former employer, will apply.

THE DEFINITIONS, GENERAL EXCLUSIONS AND LIMITATIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

**SCHEDULE**

The amount of insurance for you will be in accord with your classification in this Schedule.

Classifications

Class 1 - All eligible Administrators and Certified employees

Class 2 - All eligible Classified employees

**For You  
LIFE INSURANCE  
(Classes 1 and 2)**

Life Insurance Benefits

**Class 1**

Amount of Life Insurance ..... Two times your annual salary, but in no event more than \$350,000. Any amount of Life Insurance not a multiple of \$1,000 will be changed to the nearest multiple of \$1,000.

**Class 2**

Amount of Life Insurance..... One and one-half times your annual salary, but in no event more than \$150,000. Any amount of Life Insurance not a multiple of \$1,000 will be changed to the nearest multiple of \$1,000.

Facility of Payment Amount.....\*\$5,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Annual Salary means your basic annual salary or rate of pay as verified by the Policyholder's pay records and premium we have received. It does not include overtime, bonus or other additional pay.

Life Insurance Benefits will be reduced as follows:

If you are age:	The Amount of Life Insurance shown above will reduce to:
65.....	65%
70.....	45%
75.....	30%
80.....	20%

NOTE: All reduce from original amount of coverage at age 65.

The reduction will be made on the first day of the policy month which coincides with or follows the day you attain the specified age.

If you are age 65 or older on the day you become insured under the policy, the reduction will be made in accord with your attained age.

Benefits will end at retirement.

#### HEALTH INSURANCE

##### Accidental Death and Dismemberment Benefits

Principal Sum.....An amount equal to your  
Life Insurance Benefit.

## LIFE INSURANCE BENEFITS

### For You

#### Benefits

If you die while insured under this provision, we will pay the **Amount of Life Insurance** shown in the **Schedule**. Benefits will be paid to the beneficiary you name. If you do not name a beneficiary or if no beneficiary survives you, benefits will be paid:

- (a) to your surviving spouse; if none, then
- (b) to your surviving natural and/or adopted children; if none, then
- (c) to your surviving parent(s); if none, then
- (d) to your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### Mode of Payment

We will pay benefits:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
  - (1) another mode of payment is requested as described below; and
  - (2) we agree to it in writing.

#### Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed unless this right has been given up. To make a change, written request should be sent to the office where the beneficiary records are kept. If you do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### Facility of Payment

We may pay up to the **Facility of Payment Amount** to any person who has incurred expenses for your fatal illness or burial. The **Facility of Payment Amount** is shown in the **Schedule**.

We may also make monthly payments of not more than \$50.00 to someone other than a beneficiary if:

- (a) the beneficiary is a minor or, in our opinion, does not have the legal capacity to sign a receipt for payment; and
- (b) there is no court-appointed guardian or conservator.

We will make these payments to the person or institution who cares for or supports the beneficiary until claim is made for the remainder of the proceeds by a court-appointed guardian or conservator.

#### Conversion Privilege

If any of your life insurance ends because your employment or membership in a class ends, you may apply for an individual policy of life insurance (called a conversion policy) without giving information about your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of your terminated group life insurance.
- (c) The premium for your conversion policy will be at our standard rate for that type of policy according to:
  - (1) your class of risk; and
  - (2) your age on the date the policy takes effect.
- (d) You must submit your written application and your first conversion premium to us within 31 days after your group life insurance ends or reduces.

If your group life insurance ends because of termination of the policy or termination of a class, and you have been insured under the policy at least five years, you may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$3,000.00; or
- (b) the amount of your terminated group life insurance less the amount of any other group life insurance for which you become eligible within 31 days.

If you die within the 31-day period after insurance ends, we will pay the amount of group life insurance you were entitled to convert.

If we issue a conversion policy and you again become eligible for group life insurance under the policy, coverage will become effective only if:

- (a) you terminate the conversion policy; or
- (b) you submit, at your own expense, evidence of good health acceptable to us.

#### Continuance of Life Insurance If You Become Totally Disabled

If you become totally disabled, your life insurance will not end in accord with the When Your Insurance Ends provision, but will be continued without payment of premium provided:

- (a) the disability began while you were insured under this provision;
- (b) the disability began before you reach age 60; and
- (c) proof of the disability is given to us as described in the following paragraph.

You should send us notice of your total disability not later than the ninth through the twelfth month of disability. We will then send you the initial proof form for you and your physician to complete. Upon receipt and acceptance of initial proof by us we will continue your insurance for a period of one year. Thereafter you and your physician must submit yearly proof that you are totally disabled. The proof must be submitted during the three-month period before each anniversary of receipt of initial proof. If proof is acceptable to us, insurance will be continued for further terms of one year. However, insurance will not be continued beyond the date you are no longer totally disabled.

If you die before proof of total disability is submitted to us, benefits will still be payable provided:

- (a) your death was within 12 months from the day insurance would have otherwise ended in accord with the When Your Insurance Ends provision; and
- (b) we receive proof that total disability was uninterrupted from the date insurance would otherwise have ended until your death.

Your continued insurance is the amount in force on the day insurance would have otherwise ended. Continued insurance is subject to any reductions and terminations shown in the Schedule.



In order to confirm that you are totally disabled, we have the right to have you examined by a physician of our choice. We will pay for these examinations. We may have you examined any time during the first two years of disability and once a year from then on.

When your total disability ends, you have 31 days to convert your coverage to an individual policy of life insurance; but you may not convert if you again become insured under the policy. Conversion may be made only in accord with the Conversion Privilege provision.

If a conversion policy has been issued to you, we will pay benefits under this Continuance provision only if the conversion policy is returned to us without claim. We will refund all paid conversion premiums if your conversion policy is surrendered for this reason.

### SUICIDE EXCLUSION RIDER

This Rider is made a part of Group Policy GLUG-5L85.

The Rider is effective the later of July 1, 2000, or the day you become insured under the Policy.

If the provisions of this Rider and those of the Policy or Your Certificate do not agree, the provisions of this Rider will apply.

Any exclusion for self-inflicted injury, suicide or attempted suicide, except for Life Insurance Benefits, is amended to read as follows.

Any loss, Expense or charge which results, while the Insured Person is sane, from:

- (a) an intentionally self-inflicted injury or sickness; or
- (b) suicide or attempted suicide.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

For You

### Benefits

If, while insured under this provision, you are accidentally injured, and that injury is independent of sickness and all other causes, we will pay the Benefit shown in the Table below for any of the following losses:

TABLE

Loss .....	Benefit
Life .....	Principal Sum
Both hands, both feet or both eyes .....	Principal Sum
One hand and one foot, one hand and one eye or one foot and one eye .....	Principal Sum
One hand, one foot or one eye .....	One-half Principal Sum
Thumb and index finger of same hand .....	One-fourth Principal Sum

The Principal Sum is shown in the Schedule.

Loss of a hand means the severance at or above the wrist joint.

Loss of a foot means the severance at or above the ankle joint.

Loss of thumb and index finger means the severance of two or more phalanges of both the thumb and the index finger.

Loss of an eye means the total loss of sight in that eye.

If the injury causes more than one loss, we will pay only the largest Benefit.

### Payment for Loss of Life Beneficiary

Benefits payable under this provision because of your death, will be paid to:

- (a) the beneficiary you name; or
- (b) your estate, if you do not name a beneficiary or if no beneficiary survives you.

Benefits will be paid equally among surviving beneficiaries unless you have requested otherwise in writing.

### **Mode of Payment**

We will pay death benefits:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
  - (1) another mode of payment is requested as described below;  
and
  - (2) we agree to it in writing.

### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed unless this right has been given up. To make a change, written request should be sent to the office where the beneficiary records are kept. If you do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

### **Payment for Other Than Loss of Life**

Benefits payable under this provision for any loss other than life will be paid to you in a lump sum.

### **Definition**

**Traveling on Business of the Policyholder** means any trip made by you on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder.

### **Exceptions**

We will not pay for any loss which:

- (a) is not permanent;
- (b) occurs more than 90 days after the injury;
- (c) is caused by carbon monoxide poisoning;
- (d) is caused by allergic reactions;
- (e) results from injuries you receive in any aircraft other than while riding as a passenger in a commercial aircraft on a regularly scheduled flight; or while:
  - (1) operating;
  - (2) riding as a passenger in; or

(3) boarding or leaving;

any aircraft while you are traveling on business of the Policyholder, provided the aircraft:

- (1) has a current and valid FAA (Federal Aviation Administration of the United States) standard air worthiness certificate; and
- (2) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft;

(f) results from injuries you receive while riding in any aircraft engaged in:

- (1) racing;
- (2) endurance tests; or
- (3) acrobatic or stunt flying; or

(g) is excluded under the General Exclusions and Limitations.

### GENERAL EXCLUSIONS AND LIMITATIONS

These General Exclusions and Limitations do not apply to any Life Insurance Benefits provisions.

We do not pay under the Accidental Death and Dismemberment Benefits provisions for:

- (a) any loss which results, whether the insured person is sane or insane, from:
  - (1) an intentionally self-inflicted injury or sickness; or
  - (2) suicide or attempted suicide;
- (b) any loss resulting from the insured person's participation in a riot or in the commission of a felony;
- (c) any loss which results from an act of declared or undeclared war or armed aggression; or
- (d) any loss:
  - (1) which is incurred while the insured person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country; and
  - (2) for which any governmental body or its agencies are liable.

## PAYMENT OF CLAIMS

### How to File Claims

Before benefits are paid, we must be given a written proof of loss, as described below. In the event of your death or incapacity, your beneficiary or someone else may give us the proof.

### Proof of Loss Requirements

1. First, request a claim form from the Plan Administrator or from us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When we receive the request, we will send a claim form for filing proof of loss. If we do not send it within 15 days, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, complete and sign the claim form. If a physician must complete part of the claim form, have the physician complete and sign that part.
3. Finally, return the claim form to the Plan Administrator or to us. The claim form is due:
  - (a) within 90 days after the loss occurs; or
  - (b) as soon as reasonably possible, but not later than one year after (a) above, unless the claimant is not legally capable.

### When Claims are Paid

Policy benefits will be paid as soon as we receive acceptable proof of loss.

### Direct Payments

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to you except that benefits unpaid at your death may be paid, at our option to:

- (a) your beneficiary; or
- (b) your estate.

If your beneficiary is unable to give a valid release or if benefits unpaid at your death are not more than \$1,000, we may pay up to \$1,000 to any relative of yours who we find is entitled to the benefit.

Any payment made in good faith will fully discharge us to the extent of the payment.

**Examination and Autopsy**

We sometimes require that a claimant be examined by a physician of our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, we may also require an autopsy. We will pay for this autopsy.



**CLAIM REVIEW  
AND APPEAL PROCEDURES**

**(As Federally Mandated)**

For Group Policy GLUG-5L85, this provision is effective the later of:

- (a) the effective date of the Policy; or
- (b) the date required by Federal law.

**Claim Review Procedures**

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. Please refer to the Payment of Claims provision of the Policy.

In the event an extension is necessary due to matters beyond Our control, We will notify the person submitting the claim of the extension and the circumstances requiring the extension. Extensions are limited as set forth below.

If an extension is necessary due to failure to submit complete information, We will notify the person submitting the claim of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below.

We may contact the person submitting the claim at any time for additional details about the processing of the claim.

**Claim Review Decisions**

- (a) Initial review: We will notify the person submitting the claim of Our claim decision within 45 days after Our receipt of the claim, unless additional information is requested as set forth below;
- (b) Extension period: 30 days; and
- (c) Maximum number of extensions: two.

If additional information is needed, We will notify the person submitting the claim within 30 days of Our receipt of the claim. Once Our request for additional information is received, the person submitting the claim will have 45 days to submit the additional information to Us. We will have a total of 105 days (which includes an additional 30-day extension, if necessary, due to circumstances beyond Our control) to process the

