



*On Your Side*<sup>®</sup>

# Nationwide Life Insurance Company

## Commonwealth of Kentucky

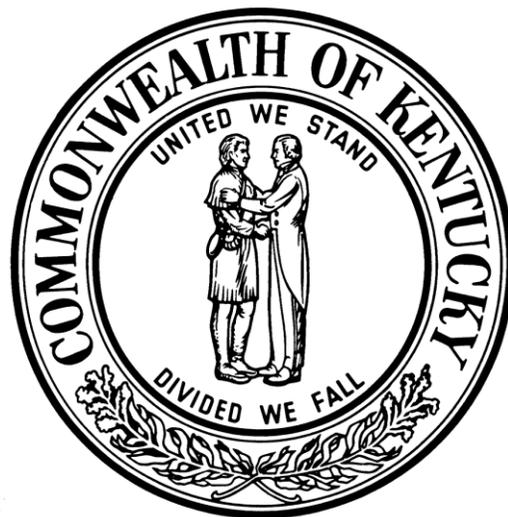
**Employee Term Life Coverage**

**Basic and Optional Plans**

**Dependents Term Life Coverage**

**Accidental Death and Dismemberment  
Coverage**

**Basic and Optional Plans**



## Foreword

*We are pleased to present you with this Certificate of Coverage. It describes the program of benefits we have arranged for you and what you have to do to be covered for these benefits.*

*We believe this program provides worthwhile protection for you and your family.*

*Please read this information carefully. If you have any questions about the program, we will be happy to answer them.*

***IMPORTANT NOTICE:*** *The Benefits and provisions of the Insurance Contract are described in this Certificate. **Please read your certificate carefully and keep it in a safe place.***

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# Schedule of Benefits

**Covered Classes:** The "Covered Classes" are these Employees of the Contract Holder who are Members who (a) contribute to one of the state administered retirement systems, and (b) are one of the following:

- 1) An Employee or an elected state official of the Commonwealth of Kentucky who is regularly employed by any department, board, agency, commission, authority or branch of state government, including federally funded time limited positions.
- 2) An elected state official of the Commonwealth of Kentucky includes Members of the General Assembly, Judge of the Court of Justice, Circuit Clerks, Commonwealth Attorneys and Property Valuation Administrators.
- 3) An Employee of a local board of education who is a teacher or classified Employee regularly employed in the public school systems of the Commonwealth of Kentucky.
- 4) A board of health department Employee who is a regularly employed Employee of a county or district board of health department, which elected to have its Employees insured under this Group Contract.
- 5) An Employee of a quasi-agency whose Employer pays into a state-sponsored retirement system and have elected to participate in the state sponsored life Coverage.
- 6) Effective June 2011, a retiree of a state-administered retirement system who is employed in a regular full-time position for purposes of retirement coverage, but who is not eligible to contribute to one (1) of the systems administered by Kentucky Retirement Systems pursuant to KRS 61.637(17).

You are not a Member if You are:

- 1) A temporary or seasonal Employee; or
- 2) A full time Member of the armed forces of any country.

**Program Date: January 1, 2015.** This Certificate of Coverage describes the benefits under the Group Contract as of the Program Date.

- The benefits listed in your Certificate of Coverage are insured under a Group Contract issued by Nationwide. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.

## BASIC EMPLOYEE TERM LIFE COVERAGE

### BENEFIT AMOUNTS:

#### Amount for Each Benefit Class:

<i>Benefit Classes</i>	<i>Amount of Insurance</i>
<i>All Employees</i>	<i>\$20,000</i>

**Effect of Option to Accelerate Payment of Death Benefits:** Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

## OPTIONAL EMPLOYEE TERM LIFE COVERAGE

You may enroll for one of the options below. The option for which You enroll will be recorded by Your Employer and reported to Nationwide.

### BENEFIT AMOUNTS:

Benefit Classes	Amount of Insurance
Plan 1	\$5,000
Plan 2	\$10,000
Plan 3	\$25,000
Plan 4	\$50,000
Plan 5	100% of Your annual Earnings *
Plan 6	200% of Your annual Earnings *

\*If this amount is not a multiple of \$1,000, it will be rounded to the nearest multiple of \$1,000. Evidence of insurability will be required for insurance over \$150,000.

The Definitions section explains what "Earnings" means.

**Non-medical Limit on Amount of Insurance:** There is a limit on the amount for which You may be insured without submitting evidence of insurability. This is called the Non-medical Limit.

If the amount of insurance for Your Class at any time is more than the Non-medical Limit, You must give evidence of insurability satisfactory to Nationwide before the part over the limit can become effective.

This requirement applies: when You first become insured; when Your Class changes; if You request an increase in Your Amount of Insurance; or if the amount for Your Class is changed by an amendment to the Group Contract. Even if You are insured for an amount over the limit, You will still have to meet this evidence requirement before any increase in Your amount of insurance can become effective. The amount of Your insurance will be increased to the amount for Your Class when Nationwide decides the evidence is satisfactory and You meet the Active Work Requirement.

**Non-medical Limit:** \$150,000

The Delay of Effective Date section does not apply to this provision.

Note: The Non-medical Limit does not apply to any amount of insurance for which You were insured under another Group Contract providing Employee term life Coverage for Employees of the Employer on the day prior to the Program Date.

**Increases and Decreases:** If You receive a pay increase after you enroll in Optional Life Insurance Plan 3 or 4, Your plan Coverage amount will automatically adjust to correspond with your salary increase. Your insurance Premium will automatically adjust to correspond with your increase in coverage as well. If You are a Commonwealth-paid employee, this increase will occur automatically through an automated process in the Kentucky Human Resources Information System (KHRIS) upon the effective date of Your new salary. For Board of Education employees with salary based plans, the new contract year salary will be effective 11/1 of each year. Evidence is not required for this automatic increase in Coverage. However, under no circumstances shall Coverage exceed \$150,000 without submission of evidence of insurability. Please see the Certificate of Coverage for definitions of Commonwealth-paid employee, non-Commonwealth-paid employee, and Kentucky Human Resources Information System (KHRIS).

If You request an increase without a qualifying event, You must give evidence of insurability. The amount of Your insurance will be increased when Nationwide decides the evidence is satisfactory and You meet the Active Work Requirement.

If You request a decrease, the amount of Your insurance will be decreased effective the first of the next month from the date of Your written request.

**Effect of Option to Accelerate Payment of Death Benefits:** Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

## DEPENDENTS TERM LIFE COVERAGE

The amount of insurance is the amount for Your Benefit Class. You may enroll Your Qualified Dependents in one of the plans listed below. The option for which You enroll will be recorded by Your Employer and reported to Nationwide. Your Benefit Class is determined by the classification of Your Dependents and the amount for which You enroll as shown in this table.

Qualified Dependents Benefit Class	Amount of Insurance				
	Plan A	Plan B	Plan C	Plan D	Plan E
Spouse	\$10,000	\$5,000	\$5,000	\$10,000	\$0.00
Each Child					
To 6 months	\$2,500	\$1,500	\$0.00	\$0.00	\$2,500
6 months to 18 years*	\$5,000	\$3,000	\$0.00	\$0.00	\$5,000
Monthly Premium	\$11.46	\$6.20	\$2.62	\$9.14	\$3.78

The amount of Dependents Term Life Coverage for Your spouse or child may not exceed 50% of the amount of Your Employee Term Life Coverage.

\*or a child 18 or older who is a registered student in full-time attendance at an accredited educational institution.

Effective January 1, 2012:

For all optional insurance, the benefits payable are limited if the participant or the participant's insured dependent commits suicide, while sane or insane, within two years of the issue date. In such case, liability will be limited to a return of all premiums paid during the policy period.

## ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

### BENEFIT AMOUNTS UNDER BASIC EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:

**Amount for Each Benefit Class:** An amount equal to the amount for which You are insured under the Basic Employee Term Life Coverage. For this purpose only, that amount will be the amount as determined above, except that if Your Basic Employee Term Life Coverage is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits, that reduction will not apply to this Coverage.

### BENEFIT AMOUNTS UNDER OPTIONAL EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:

**Amount for Each Benefit Class:** An amount equal to the amount for which You are insured under the Optional Employee Term Life Coverage. For this purpose only, that amount will be the amount as determined above; except that if Your Optional Employee Term Life Coverage is reduced by any amount paid under the Option to Accelerate Payment of Death Benefits, that reduction will not apply to this Coverage.

**ADDITIONAL BENEFITS UNDER BASIC AND OPTIONAL EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:**

For the purposes of determining benefits under the Coverage, Amount of Insurance does not include any additional amount payable as shown below:

**Additional Benefit for Seat Belt and Airbag:** If a Benefit due to Your Accidental Loss of life becomes payable under the terms of the Insurance Contract and You were:

Wearing a Seat Belt, an additional amount equal to the lesser of:

- 1) 10% of Your Amount of Insurance; and
- 2) \$15,000

In an Automobile equipped with Air Bag(s), an amount equal to the lesser of:

- 1) 10% of Your Amount of Insurance; and
- 2) \$10,000

**Additional Benefit for Repatriation:** If You sustain a covered Accidental Loss of life more than 75 miles from Your normal place of residence, the Insurance Contract will pay no more than \$5,000 toward the transportation of the deceased body.

**Additional Benefit for Common Carrier Accident:** If You sustain a covered Accidental Injury as a result of a Common Carrier Accident, an Additional Benefit of 50% of the amount payable for the Covered Loss will be paid.

**OTHER INFORMATION**

**Contract Holder:** COMMONWEALTH OF KENTUCKY

**Group Contract No:** 90002

**Cost of Insurance:** Insurance under the Coverage(s) listed below is Non-Contributory Insurance.

Basic Employee Term Life Coverage

Basic Accidental Death and Dismemberment Coverage

Insurance under the other Coverage(s) in the Certificate is Contributory Insurance. You will be informed of the amount of Your contribution when You enroll. Any contribution due but unpaid at Your death will be deducted from the death benefit.

**Nationwide's Address:**

**Nationwide Insurance  
One Nationwide Plaza  
Columbus, Ohio 43215**

## WHEN YOU HAVE A CLAIM

Each time a claim is made, it should be made without delay. Please contact your Employer or the Commonwealth of Kentucky, Group Life Insurance Branch to file a claim form. Once the claim form is received, make sure to follow all instructions and guidelines on the form.

For all optional insurance, issued after January 1, 2012, the benefits payable are limited if the participant or the participant's insured dependent commits suicide, while sane or insane, within two years of the issue date. In such case, liability will be limited to a return of all premiums paid during the policy period.

## Who is Eligible to Become Insured?

### FOR EMPLOYEE INSURANCE

**You are eligible for Employee Insurance while:**

- You are a full-time Employee of the Employer; and
- You are in a Covered Class; and
- You have completed the Employment Waiting Period, if any. You may need to work for the Employer for a continuous full-time period before You become eligible for the Coverage. This continuous period is fulfilled upon attainment of the first day of the second calendar month following the date You become a Member. This period must be agreed upon by the Employer and Nationwide.
- **You are full-time** if You are regularly working for the Employer at least the number of hours for Your class.

**Your class** is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Contract Holder must not discriminate among persons in like situations. You cannot belong to more than one class for insurance on each basis, Contributory or Non-contributory Insurance, under a Coverage. "Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available.

**Exceptions:** A full-time Employee working for two agencies covered under the state sponsored life insurance plan *will only be eligible for one life Insurance Contract* under the Commonwealth contract.

**This applies if You are an Employee of more than one agency of an employer included under the Group Contract:** For the insurance, You will be considered an Employee of only one of those agencies. Your service with the others will be treated as service with that one. The rules for obtaining Employee Insurance are in the When You Become Insured section.

## **FOR DEPENDENTS INSURANCE**

**You are eligible for Dependents Insurance while:**

- You are eligible for Employee Insurance; and
- You have a Qualified Dependent.

**Qualified Dependents:**

**These are the persons for whom You may obtain Dependents Insurance:**

- Your spouse to whom You are legally married.
- Your unmarried children from live birth to 18 years old.

Your children include Your legally adopted children, children placed with You for adoption prior to legal adoption, and each of Your stepchildren and foster children who depend on You for support and maintenance. A child placed with You for adoption prior to legal adoption is considered Your Qualified Dependent from the date of placement for adoption, and is treated as though the child were a newborn child born to You. Qualified Dependent also includes other children that depend on You for support and live with You in a regular parent-child relationship.

**Exceptions:**

- 1) The age 18 does not apply to a child who:
  - a. depends on You for support and maintenance; and
  - b. Is enrolled as a full-time student in a school.
- 2) Your spouse or child is not Your Qualified Dependent while on active duty in the armed forces of any country.

The rules for obtaining Dependents Insurance are in the When You Become Insured section.

# When You Become Insured

## FOR EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will begin the first day on which:

- You have enrolled, if the Coverage is Contributory Insurance; and
- You are eligible for Employee Insurance; and
- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for Employee Insurance; and
- Your insurance is not being delayed under the Delay of Effective Date section below; and
- That Coverage is part of the Group Contract.

For Contributory Insurance, You must enroll on a form approved by Nationwide and agree to pay the required contributions. Your Employer will tell You whether contributions are required and the amount of any contribution when You enroll.

At any time, the benefits for which You are insured are those for Your class, unless otherwise stated.

**When evidence is required:** In any of these situations, You must provide evidence of insurability. This requirement will be met when Nationwide decides the evidence is satisfactory.

- 1) For Contributory Insurance, You enroll more than 35 days after You could first be covered.
- 2) You enroll after any of Your insurance under the Group Contract ends because You did not pay a required contribution.
- 3) You have not met a previous evidence requirement to become insured under any Nationwide group contract covering Employees of the Employer.

## FOR DEPENDENTS INSURANCE

Your Dependents Insurance under a Coverage for a person will begin the first day on which all of these conditions are met:

- You have enrolled for Dependents Insurance under the Coverage, if the Coverage is Contributory Insurance.
- The person is Your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for the Employee Insurance, if any, under that Coverage. To be insured for a Qualified Dependent under the Dependents Term Life coverage, You must be insured under an Employee Term Life Coverage of the Group Contract.
- You have met any evidence requirement for that Qualified Dependent.
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below.
- Dependents Insurance under that Coverage is part of the Group Contract.

For Contributory Insurance, You must enroll on a form approved by Nationwide and agree to pay the required contributions. Your Employer will tell You whether contributions are required and the amount of any contribution when You enroll.

At any time, the Dependents Insurance benefits for which You are insured are those for Your class, unless otherwise stated.

**When evidence is required:** In any of these situations, You must give evidence of insurability for a Qualified Dependent spouse. This requirement will be met when Nationwide decides the evidence is satisfactory. Evidence is not required for a Qualified Dependent child.

- 1) For Contributory Insurance, You enroll for Dependents Insurance under a Coverage more than 35 days after You are first eligible for Dependents Insurance.
- 2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because You did not pay a required contribution.
- 3) The Qualified Dependent is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insured, as a Dependent of an Employee. That insurance is or was under any Nationwide group contract for Employees of the Employer.

While You are insured for Dependents Insurance under a Coverage, the evidence requirement will not apply to a new Dependent.

**Change in Family Status:** It is important that You inform the Employer promptly when You first acquire a Qualified Dependent. You should also inform the Employer if Your Dependents Insurance status changes from one to another of these categories:

- No Qualified Dependents
- Qualified Dependent spouse only
- Qualified Dependent spouse and children
- Qualified Dependent children only

If You are insured under a Coverage for one or more children, You need not report additional children. Forms are available for reporting these changes.

## Delay of Effective Date

### FOR EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will be delayed if You do not meet the Active Work Requirement on the day Your insurance would otherwise begin. Instead, it will begin on the first day You meet the Active Work Requirement and the other requirements for the insurance. The same delay rule will apply to any change in Your insurance that is subject to this section. If You do not meet the Active Work Requirement on the day that change would take effect, it will take effect on the first day You meet that requirement.

# Employee Term Life Coverage

## FOR YOU ONLY

### A. DEATH BENEFIT WHILE A COVERED PERSON

If You die while a Covered Person, the amount of Your Employee Term Life Insurance under this Coverage is payable when Nationwide received written proof of death. For all optional insurance, issued after January 1, 2012, the benefits payable are limited if the participant or the participant's insured dependent commits suicide, while sane or insane, within two years of the issue date. In such case, liability will be limited to a return of all premiums paid during the policy period.

### B. DEATH BENEFIT DURING CONVERSION PERIOD

A death benefit is payable under this section B if You die:

- 1) within 31 days after You cease to be a Covered Person; and
- 2) while entitled (under section C) to convert Your Employee Term Life Insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Employee Term Life Insurance under this Coverage You were entitled to convert. It is payable even if You did not apply for conversion. It is payable when Nationwide received written proof of death.

### C. CONVERSION PRIVILEGE

If You cease to be insured for the Employee Term Life Insurance of the Group Contract for one of the reasons stated below, You may convert all or part of Your insurance under this Coverage, which then ends, to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

- 1) Your employment terminates while the Insurance Contract is in force or Your membership in a Covered Class terminates.
- 2) The Insurance Contract terminates or the Insurance Contract is amended to cancel the insurance on the Covered class under which You were insured as shown in the Schedule of Benefits. You must have been insured under the Group Contract for at least 5 years.

Any such conversion is subject to the rest of this section C.

**Availability:** You must apply for the individual contract and pay the first premium within 31 days after You cease to be insured for the Employee Term Life Insurance.

**Individual Contract Rules:** The individual contract must conform to the following:

Amount: Not more than Your Employee Term Life Insurance under this Coverage when Your insurance ends. But, if it ends because all term life insurance of the Group Contract for Your class ends, the total amount of individual insurance which You may get in place of all Your life insurance then ending under the Group Contract will not exceed the lesser of the following:

- 1) The total amount of all Your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which You are or become eligible within the next 31 days.
- 2) \$10,000.

Form: Any form of a life insurance contract that:

- 1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- 2) is one that Nationwide usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Nationwide's rate as it applies to the form and amount, and to Your class of risk and age at the time.

Effective Date: The end of the 31 day period during which You may apply for it.

Any death benefit provided under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

## OPTION TO ACCELERATE PAYMENT OF DEATH BENEFITS

The following is added to the Employee Term Life Coverage provision:

### Definitions

- **Terminally Ill Employee:** An employee whose life expectancy is 12 months or less.
- **Terminal Illness Proceeds:** The amount of Employee Term Life Insurance that You may elect to place under this option. The Terminal Illness Proceeds are equal to 75% of the amount in force on Your life on the date Nationwide received the proof that You are a Terminally Ill Employee, but not more than \$250,000.

**Option:** If You become a Terminally Ill Employee while insured under the Employee Term Life Insurance provision or while Your death benefit protection is being extended under the Employee Term Life Coverage provision, You may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below.

**Payment of Terminal Illness Proceeds:** If You elect this option, Nationwide will pay the Terminal Illness Proceeds You place under this option in one sum when it receives proof that You are a Terminally Ill Employee.

If You do not want the Terminal Illness Proceeds in one sum, You may elect to have them paid in 12 equal monthly installments. The first monthly payment will be due when Nationwide received proof that You are a Terminally Ill Employee. The other payments are due on the same day of each later month.

**To Whom Payable:** The benefits under this provision are payable to You.

**Amount Due But Unpaid at Your Death:** If You elect monthly installments and You die before all payments have been made, Nationwide will pay Your Beneficiary or Beneficiaries determined under the Beneficiary Rules in one sum. That sum will be the total of the payments that remain.

**Conditions:** Your right to be paid under this option is subject to these terms:

- 1) You must choose this option in writing in a form that satisfies Nationwide.
- 2) You must furnish proof that satisfies Nationwide that Your life expectancy is 12 months or less, including certification by a Doctor.
- 3) Your Employee Term Life Insurance must not be assigned.
- 4) Terminal Illness Proceeds will be made available to You on a voluntary basis only. Therefore:

- a. If You are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, You are not eligible for this benefit.
- b. If You are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, You are not eligible for this benefit.

**Effect on Insurance:** This benefit is in lieu of the benefits that would have been paid on Your death with respect to the Terminal Illness Proceeds. When You elect this option, the total amount of Employee Term Life Insurance otherwise payable on Your death, including any amount under an extended death benefit, will be reduced by the Terminal Illness Proceeds. Also, any amount You could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds.

# Dependents Term Life Coverage

## FOR YOUR DEPENDENTS ONLY

### A. DEATH BENEFIT WHILE A COVERED PERSON

If a Dependent dies while a Covered Person, the amount of insurance on that Dependent under this Coverage is payable when Nationwide receives written proof of death. For all optional insurance, issued after January 1, 2012, the benefits payable are limited if the participant or the participant's insured dependent commits suicide, while sane or insane, within two years of the issue date. In such case, liability will be limited to a return of all premiums paid during the policy period.

### B. DEATH BENEFIT DURING A CONVERSION PERIOD

A death benefit is payable under this section B if a Dependent dies:

- 1) within 31 days after ceasing to be a Covered Person; and
- 2) while entitled (under section C) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Nationwide receives written proof of death.

### C. CONVERSION PRIVILEGE

If Your Qualified Dependent ceases to be insured for the Dependents Term Life Coverage of the Group Contract for one of the reasons stated below, he or she may convert all or part of their insurance under this Coverage to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

- 1) Insured Member's employment terminates while the Insurance Contract is in force or Your Dependents membership in a Covered Class terminates.
- 2) Insured Member's death.
- 3) Your Qualified Dependent ceases to be a Dependent as defined under Qualified Dependent.
- 4) The Insurance Contract terminates or the Insurance Contract is amended to cancel the insurance on the Insured Member's class under which Your Dependent was insured as shown in the Schedule of Benefits. You must have been insured under the Group Contract for at least 5 years.

Any such conversion is subject to the rest of this section C.

**Availability:** The individual contract must be applied for and the first premium must be paid within 31 days after You cease to be insured for Dependents Term Life Coverage with respect to the Dependent.

**Individual Contract Rules:** The individual contract must conform to the following:

Amount: Not more than the amount of Dependents Term Life Coverage on the Dependent ending under this Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for Your class ends or the Insurance Contract ends, the total amount of individual insurance which may be obtained in place of all of the Dependents Term Life Coverage on the Dependent then ending under the Group Contract will not exceed the lesser of the following:

- 1) The total amount of all Your Dependents Term Life Coverage on the Dependent then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which You are or become eligible with respect to the Dependent within the next 31 days.
- 2) \$10,000.

Form: Any form of a life insurance contract that:

- 1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and
- 2) is one that Nationwide usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Nationwide's rate as it applies to the form and amount, and to the Dependent's class of risk and age at the time.

Effective Date: The end of the 31 day period during which it may be applied for.

Any death benefit provided under a section of this Coverage is payable to You. If You are not living at the death of a Dependent, the death benefit is payable to the Dependent's estate or, at Nationwide's option, to any one or more of these surviving relatives of the Dependent: wife; husband; mother; father; children; brothers; sisters.

# Accidental Death and Dismemberment Coverage

## FOR YOU

This Coverage pays benefits for Accidental Loss. Loss means the person's:

- 1) loss of life;
- 2) total and permanent loss of sight;
- 3) loss of hand or foot by severance at or above the wrist or ankle;
- 4) loss of leg or arm by severance at or above the knee or elbow;
- 5) total and permanent loss of speech;
- 6) total and permanent loss of hearing in both ears;
- 7) loss of thumb and index finger of the same hand by severance at or above the metacarpophalangeal joint;
- 8) loss due to Quadriplegia, Paraplegia, Hemiplegia or Uniplegia; or
- 9) loss due to Coma.

## Definitions under Accidental Death and Dismemberment Coverage

**Quadriplegia** means the complete and irreversible paralysis of both upper and both lower limbs.

**Paraplegia** means the complete and irreversible paralysis of both lower limbs.

**Hemiplegia** means the complete and irreversible paralysis of the upper and lower limbs on one side of the body.

**Uniplegia** means the complete and irreversible paralysis of one limb.

**Coma** means a profound state of unconsciousness from which the person cannot be aroused, even by powerful stimulation, as determined by the person's physician.

### A. BENEFITS

Benefits for Accidental Loss are payable only if all of these conditions are met:

- 1) The person sustains an Accidental bodily Injury while a Covered Person.
- 2) The Loss results directly from the Injury and from no other cause.
- 3) The person suffers the Loss within 180 days after the Accident. But if the Loss is due to:
  - a. Quadriplegia, Paraplegia, Hemiplegia, or Uniplegia the person suffers the Loss within 365 days after the Accident.
  - b. Coma, that Loss:
    - i. begins within 31 days after the Accident; and
    - ii. continues for one month; and
    - iii. is total, continuous and permanent at the end of that one month period.

Any benefit for a Loss due to Coma will not begin until the end of the one-month period in (iii) above.

For the purposes of the Coverage:

- 1) Exposure to the elements will be considered an Accidental Injury.
- 2) It will be presumed that the person has suffered a Loss of life if the person's body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which the person was an occupant.

Not all such Losses are covered. See Losses Not Covered below.

**Benefit Amount Payable:** The amount payable depends on the type of Loss as shown below. All benefits are subject to the Limitation Per Accident below.

<b>Loss of or by Reason of</b>	<b>Percent of the Person's Amount of Insurance</b>
Life .....	100%
The sight of both eyes .....	100%
Either both hands or both feet .....	100%
One hand and one foot .....	100%
The sight of one eye and either one hand or one foot .....	100%
Speech and hearing in both ears .....	100%
Either one arm or one leg.....	75%
Either one hand or one foot.....	50%
The sight of one eye or hearing in one ear.....	50%
Speech or hearing in both ears.....	100%
Both the thumb and index finger of one hand.....	25%
Both thumbs of both hands.....	25%
All four fingers of one hand.....	25%
All of the toes of one foot.....	12.5%
Quadriplegia.....	100%
Paraplegia.....	100%
Hemiplegia.....	100%
Uniplegia.....	25%
Coma .....	1% per month, up to 100 months

**Limitation Per Accident:** No more than the Amount of Insurance on a person at the time of the Accident will be paid for all Losses resulting from Injuries sustained in that Accident.

## **B. LOSSES NOT COVERED**

A Loss is not covered if it results from any of these:

- 1) Suicide or attempted suicide, while sane or insane.
- 2) Intentionally self-inflicted Injuries, or any attempt to inflict Injuries.
- 3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- 4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- 5) Any infection. But, this does not include:
  - a. A pyogenic infection resulting from an Accidental cut or wound; or
  - b. A bacterial infection resulting from Accidental ingestion of a contaminated substance.
- 6) Taking part in an insurrection.
- 7) War, or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.
- 8) An Accident that occurs while the person is serving on full-time active duty for more than 30 days in any armed forces. But, this does not include Reserve or National Guard active duty for training.
- 9) Commission of or attempt to commit a felony.
- 10) Being intoxicated or under the influence of any narcotic or any hallucinogenic unless administered on the advice of a Doctor.

# Additional Benefits under Accidental Death and Dismemberment Coverage

An additional benefit may be payable for a Loss for which a benefit is payable under the other terms of this Coverage or would be payable except for the Limitation Per Accident of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. Any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

## 1) Additional Benefit for Seat Belt and Air Bag

If a Benefit due to Your Accidental Loss of life becomes payable under the terms of the Insurance Contract, We will pay an Additional Benefit, called the Seat Belt and Air Bag Benefit, if You were wearing a Seat Belt and the Automobile was equipped with Air Bag(s) at the time of the Accident, subject to all of the terms and limitations of the Insurance Contract and all of the following conditions:

1. The Seat Belt Benefit equals the lesser of (i) \$15,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
2. The Air Bag Benefit equals the lesser of (i) \$10,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
3. Satisfactory Proof that Your death resulted from an Automobile Accident independent of all other causes, and that You were wearing a Seat Belt at the time of the Accident must be received at the time of Claim. Proof that the Automobile was equipped with Air Bags may also be required.
4. No payment will be made for an Air Bag Benefit if at the time of the Accident You were not in a seat for which the Automobile provided an Air Bag, and wearing a Seat Belt.
5. A copy of the police Accident report must be submitted with the Claim. The report must certify the position of the Seat Belt.
6. No payment will be made for the Seat Belt or Air Bag Benefit for any Covered Person who is driving or riding as a passenger if:
  - a. being intoxicated or under the influence of any narcotic or any hallucinogenic unless administered on the advice of a Doctor; or
  - b. the use of any intoxicant or drug by the driver or operator or any passenger of the Automobile is determined to be a contributing cause of the Accident, whether or not the intoxicant or drug was prescribed by a Provider.
  - c. a Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, or for acrobatic or stunt driving.

The Additional Benefit for Seat Belt and Air Bag will be payable to Your Beneficiary, as determined in accordance with the Beneficiary provisions under the Insurance Contract.

### *Definitions for this Seat Belt and Air Bag Benefit*

**Seat Belt:** A properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

**Automobile:** A motor vehicle licensed for use on public highways which is a self-propelled passenger vehicle that has four wheels and an internal combustion engine. It may include electric passenger vehicles and certain hybrids. It excludes all other motorized vehicles. The automobile must be a personally owned vehicle.

**Air Bag:** An inflatable supplemental passive restraint system installed by the manufacturer of the Automobile that inflates upon collision to protect an individual from Injury and death.

## 2) Additional Benefit for Repatriation

If You sustain Accidental Loss of life more than 75 miles from Your normal place of residence and indemnity for such Loss becomes payable under the terms of the Insurance Contract, We will reimburse expenses incurred for the transportation of the body of the deceased person, subject to all of the terms and limitations of the Insurance Contract and all of the following conditions:

1. Reimbursement for all expenses under this Additional Benefit will not exceed \$5,000; and
2. Eligible expenses will include transportation of the body, and charges directly related to the preparation of the body for such transportation; and
3. Transportation of the body will be to the first resting place (including, but not limited to, a funeral home or the place of interment) in proximity to the normal place of residence of the deceased; and
4. Satisfactory proof of the actual expenses will be required at the time of Claim.

The Additional Benefit will be paid to Your Beneficiary, as determined in accordance with the Beneficiary provision under the Insurance Contract.

## 3) Additional Benefit for Common Carrier Accident

If You sustain an Accidental Injury which results in a Loss payable under the terms of the Insurance Contract, an Additional Benefit of 50% of the amount payable for the Covered Loss as indicated in the Schedule of Losses will be paid, if Your Injury is sustained:

1. while You are boarding, riding, or exiting as a fare-paying passenger in a Common Carrier; or
2. as a direct result of the burning of the hotel, theater, school or government building within which You are present at the time the fire begins.

*Definition for this Benefit for Common Carrier Accident*

**Common Carrier:** A government licensed and regulated entity that is in the business of transporting fare paying passengers. The term Common Carrier does not include:

- privately arranged transportation; or
- taxis; or
- limousines.

# General Information

## BENEFICIARY RULES

The rules in this section apply to insurance payable on account of Your death, when the Coverage states that they do. But these rules are modified by any burial expenses rule in the Schedule of Benefits and, if there is an assignment, by the following section: Limits on Assignments; and Effect of Gift Assignment of Rights of Group Life Insurance Under Another Group Contract.

**Beneficiary** means a person chosen, on a form approved by Nationwide, to receive the insurance benefits. You have the right to choose a Beneficiary for each Coverage under this Nationwide Group Contract.

If there is a Beneficiary for the insurance under a Coverage, the insurance benefit amount is payable to that Beneficiary. Any amount of insurance under a Coverage for which there is no Beneficiary at Your death will be payable to the first of the following: Your (a) surviving spouse; (b) surviving child(ren) in equal shares; (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate. This order will apply unless otherwise provided in the Limits on Assignments.

You may change the Beneficiary at any time without the consent of the present Beneficiary. The Beneficiary change form must be filed through the Contract Holder. Change forms may be submitted electronically through the KHRIS Employee Self Service Center (ESS) or by paper on a form approved by Nationwide. If a change form is submitted electronically through ESS, the change will take effect immediately upon its submission and electronic signature. If a paper change form is submitted, the change will take effect on the date the form is signed. This will not apply to any amount paid by Nationwide before it receives the documentation.

If there is more than one Beneficiary but the Beneficiary form does not specify their shares, they will share equally. If a Beneficiary dies before You, that Beneficiary's interest will end. It will be shared equally by any remaining Beneficiaries, unless the Beneficiary form states otherwise.

## MODE OF SETTLEMENT RULES

The rules in this section apply to Employee Life Insurance payable on account of Your death. But these rules are subject to the Limits on Assignments section.

**Mode of Settlement** means payment other than in one sum. Employee Life Insurance is normally paid to the Beneficiary in one sum. But a Mode of Settlement may be arranged with Nationwide for all or part of the insurance, as stated below.

**Arrangements for Mode of Settlement:** You may arrange a Mode of Settlement by proper written request to Nationwide. If, at Your death, no Mode of Settlement has been arranged for an amount of Your Employee Life Insurance, the Beneficiary and Nationwide may then mutually agree on a Mode of Settlement for that amount.

**Conditions for Mode of Settlement:** The Beneficiary must be a natural person taking in the Beneficiary's own right. A Mode of Settlement will apply to secondary Beneficiaries only if Nationwide agrees in writing. Each installment to a person must not be less than \$20.00. A change of Beneficiary will void any Mode of Settlement arranged before the change.

**Choice by Beneficiary:** A Beneficiary being paid under a Mode of Settlement may, if Nationwide agrees, choose (or change the Beneficiary's choice of) a payee or payees to receive, in one sum, any amount which would otherwise be payable to the Beneficiary's estate.

Nationwide has prepared information about the modes of settlement available. Ask the Contract Holder for this.

## **INCONTESTABILITY OF LIFE INSURANCE**

This limits Nationwide's use of Your statements in contesting an amount of Life Insurance for which You are insured. These are statements made to persuade Nationwide to accept You for insurance. They will be considered to be made to the best of Your knowledge and belief. These rules apply to each statement:

- 1) It will not be used in the contest unless:
  - a. It is in a written instrument signed by You: and
  - b. A copy of that instrument is or has been furnished to You or to Your Beneficiary.
- 2) If it relates to Your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during Your lifetime.

## **LIMITS ON ASSIGNMENTS**

You may assign Your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, the following rules apply to assignments: (1) Insurance under any Coverage providing either death benefits or periodic benefits on account of disability may be assigned only as a gift assignment; (2) Insurance under any other Coverage may be assigned without restriction. Any rights, benefits or privileges that You have as an Employee may be assigned. This includes any right You have to choose a Beneficiary or to convert to another contract of insurance. Nationwide will not decide if an assignment does what it is intended to do. Nationwide will not be held to know that one has been made unless it or a copy is filed with Nationwide through the Contract Holder.

This paragraph applies only in insurance for which You have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of Your death and, at Your death, there is no Beneficiary chosen by the assignee, it will be payable to:

- 1) the assignee, if living; or
- 2) the estate of the assignee, if the assignee is not living.

It will not be payable as stated in the Beneficiary Rules.

## **EFFECT OF GIFT ASSIGNMENT OF RIGHTS OF GROUP LIFE INSURANCE UNDER ANOTHER GROUP CONTRACT**

This section applies to all Coverages providing Employee death benefits. If You are eligible for insurance under the Group Contract on the Group contract's effective date You will have no right, benefits or privileges under any such Coverage if, on the day before that date, all the following were true:

- 1) You were insured for group life insurance under another group contract. That contract was issued by Nationwide or another insurance carrier to cover Employees of the Employer.
- 2) Your group life insurance under the other group contract ended.
- 3) An irrevocable and absolute gift assignment made by You was in effect. It was made before the other contract ended. That assignment was of all Your rights, benefits and privileges of the group life insurance under the other group contract. Those rights were owned by the assignee of the assignee's successor.

The owner of those rights of the group life insurance under the other group contract on the day before this Group Contract's effective date will be the owner of the rights, benefits, and privileges You would have had under a Coverage if this section did not apply. This includes, but is not limited to, any right of assignment You would have had under the Limits on Assignments section above. The term "assignee" as used in that section includes such an owner.

The term "group life insurance", as used above, means only group life insurance provided under a group contract in effect on the day before the date the Employer became included under the Group Contract.

## DEFINITIONS

**Accident or Accidental or Accidental Injury:** A specific unforeseen event, that is sudden, unexpected, and unintended, over which a Covered Person has no control and which happens while the Covered Person is covered under this Insurance Contract and which directly, and from no other cause, results in an Injury.

**Active Work Requirement:** A requirement that You be actively at work full time at the Employer's place of business, or at any other place that the Employer's business requires You to go. You are considered actively at work during normal vacation if You were actively at work on Your last regular scheduled workday.

**Benefit:** The dollar amount payable by Nationwide to a Claimant or Beneficiary under the Insurance Contract.

**Calendar Year:** A year starting January 1.

**Commonwealth-Paid Employee:** Employees employed by agencies designated as "Commonwealth-paid." For a list of Commonwealth-Paid Employees, click [here](#).

**Contributory Insurance, Non-contributory Insurance:** Contributory Insurance is insurance for which the Contract Holder has the right to require Your contributions. Non-contributory Insurance is insurance for which the Contract Holder does not have the right to require Your contributions. The Schedule of Benefits shows whether insurance under a Coverage is Contributory Insurance or Non-contributory Insurance.

**Coverage:** The right of the Covered Person to receive Benefits subject to the terms, conditions, limitations and exclusions of the Insurance Contract.

**Covered Person:** You and Your Eligible Dependents whom You have enrolled for insurance and paid any Premium due under the Insurance Contract.

**Dependent:** This is Your husband or wife and Your children under 18 years of age or each of Your children 18 years or older who is attending a school and wholly dependent on You for support and maintenance.

**Dependents Insurance:** Insurance on the Dependent of a Covered Person.

**Doctor:** A Licensed practitioner of the healing arts acting within the scope of the license.

**Earnings:** Annual Earnings means Your annual rate of Earnings from Your Employer. Your annual Earnings will be based on Your Earnings in effect on Your last full day of Active Work. Annual Earnings includes:

- 1) Contributions You make through salary reduction agreement with Your Employer to an Internal Revenue Code (IRC) Section 401(k), 403(b), 408 (k), or 457 deferred compensation arrangement or an executive nonqualified deferred compensation arrangement.
- 2) Shift differential pay.
- 3) Amounts contributed to Your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

**Employee, State Employee:** A person employed by the Employer. The term also applies to that person for any rights after insurance ends.

**Employee Insurance:** Insurance on the employed person.

**The Employer, Contract Holder:** Commonwealth of Kentucky.

**Group Insurance Contract, Insurance Contract, Group Contract:** The agreement between Us and the Contract Holder which states the terms, conditions, limitations, and the exclusions regarding Coverage.

**Group Insurance Certificate, Certificate:** This document which provides a description of the Coverage available under the Insurance Contract.

**Injury:** Bodily harm which is the direct result of an Accident and not related to any other cause.

**Insured Member:** A person who is a Member, who has qualified for insurance by completing any Employment Waiting Period, paid any premium due, and for whom insurance under the Insurance contract has become effective.

**Kentucky Human Resources Information System (KHRIS):** A software system designed to manage human resource processes for the Commonwealth.

**Kentucky Human Resources Information System Employee Self Service Center (ESS):** The online pathway for state employees to access and update employment information. Employees can manage benefits, payroll information, personal information, and working time through this online pathway.

**Member:** An Employee of the Commonwealth of Kentucky who contributes to one of the state administered retirement systems.

**Nationwide, We, Us, Our, the Insurer:** The Nationwide Life Insurance Company.

**Non-Commonwealth-Paid Employee:** Employees employed by agencies designated as “non-Commonwealth-paid.” For a list of Non-Commonwealth Paid Employees click [here](#).

**Sickness:** Any disorder of the body or mind of a Covered Person, but not an Injury; pregnancy of a Covered Person, including abortion, miscarriage or childbirth.

**You, Your:** An Employee.

## CLAIM RULES

These rules apply to payment of benefits under all Accident Coverages.

**Proof of Loss:** Nationwide must be given written proof of the loss for which claim is made under the Coverage. This proof must cover the occurrence, character and extent of that loss. It must be furnished within 90 days after the date of the loss. But, if any Coverage provides for periodic payment of benefits at monthly or shorter intervals, the proof of loss for each such period must be furnished within 90 days after its end.

A claim will not be considered valid unless the proof is furnished within these time limits. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

**When Benefits are Paid:** Benefits are paid when Nationwide receives written proof of the loss. But, if a Coverage provides that benefits are payable at equal intervals of a month or less, Nationwide will not have to pay those benefits more often.

**Physical Exam and Autopsy:** Nationwide, at its own expense, has the right to examine the person whose loss is the basis of claim. Nationwide may do this when and as often as is reasonable while the claim is pending. Nationwide also has the right to arrange for an autopsy in case of Accidental death, if it is not forbidden by law.

**Legal Action:** No action at law or in equity shall be brought to recover on the Group Contract until 60 days after the written proof described above is furnished. No such action shall be brought more than three years after the end of the time within which proof of loss is required.

## **INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY**

This limits Nationwide's use of Your statements in contesting an amount of that insurance for which You are insured. These are statements made to persuade Nationwide to effect an amount of that insurance. They will be considered to be made to the best of Your knowledge and belief. These rules apply to each statement:

- 1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
  - a. It is in a written instrument signed by You; and
  - b. A copy of that instrument is or has been furnished to You.
- 2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during Your lifetime.

# When Your Insurance Ends

## EMPLOYEE AND DEPENDENTS INSURANCE

Your Employee Insurance under a Coverage or Your Dependents Insurance under a Coverage will end when the first of these occurs:

- Your membership in the Covered Classes for the insurance ends because Your employment ends (see below) or for any other reason.
- The part of the Group Contract providing the insurance ends.
- For Contributory Insurance under a Coverage of the Group Contract, You fail to pay, when due, any contribution required. But, if Employee Insurance is Contributory, failure to contribute for Dependents Insurance will not cause Your Employee Insurance to end.
- The Insurance is Dependents Insurance under the Dependents Term Life Coverage and Your Employee Insurance under the Employee Term Life Coverage ends.

Your Dependents Insurance for a Qualified Dependent under a Coverage will end when that person ceases to be a Qualified Dependent for that Coverage.

**Continued Coverage for an Incapacitated Child:** This applies to the Dependents Insurance You have for a child. The insurance for the child will not end on the date the age limit in the definition of Qualified Dependent is reached if both of these are true:

- 1) The child is then mentally or physically incapable of earning a living. Nationwide must receive proof of this within the next 31 days.
- 2) The child depends on You for support and maintenance.

If these conditions are met, the age limit will not cause the child to stop being a Qualified Dependent under that Coverage. This will apply as long as the child remains so incapacitated.

**End of Employment:** For insurance purposes, Your employment will end when You are no longer a full-time Employee actively at work for the Employer. Employee Term Life Coverage shall terminate on the last day of the same month Your employment terminated. But, under the terms of the Group Contract, the Contract Holder may consider You as still employed in the Covered Classes during certain types of absences from full-time work. If an Employee is on family medical leave, the state contribution for life insurance shall be maintained by the Employer. This is subject to any time limits or other conditions stated in the Group Contract.

If You stop active full-time work for any reason, You should contact the Employer at once to determine what arrangements, if any have been made to continue any of Your insurance.

# THE NATIONWIDE LIFE INSURANCE COMPANY

## Certificate of Coverage

**Nationwide** certifies that insurance is provided according to the Group Contract(s) for each Insured Employee. Your Schedule of Benefits shows the Contract Holder and the Group Contract Number(s).

**Insured Employee:** You are eligible to become insured under the Group Contract if You are in the Covered Classes of the Schedule of Benefits and meet the requirements in the Who is Eligible section. The When You Become Insured section states how and when You may become insured for each Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide.

**Beneficiary for Employee Death Benefits:** See the Beneficiary Rules.

**Coverages and Amounts:** The Benefits of the Insurance Contract are described in this Certificate. Final interpretation is governed by the Insurance Contract. This Certificate replaces any and all Certificates previously issued for the Covered Classes under the Insurance Contract. This Certificate describes the Insurance Contract in detail.

**Nationwide Insurance  
One Nationwide Plaza  
Columbus, Ohio 43215**

**Personnel Cabinet  
Group Life Insurance Administration  
501 High Street  
State Office Building, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601  
Office Numbers: (502) 564-4774  
(800) 267-8352  
Fax Number: (502) 564-4034**