

CERTIFICATE OF INSURANCE

GROUP TERM LIFE INSURANCE

City of Portsmouth
NEW HAMPSHIRE
All Eligible Fire, Fire Officers, PMA and SMA Employees



Administered by: HealthTrust, Inc.

Class# 04 Suffix: 226

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.
Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601
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Facsimile: (608) 830-2701 • Website Address: www.madisonlife.com

GROUP TERM LIFE INSURANCE CERTIFICATE OF INSURANCE

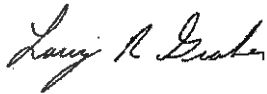
PLEASE READ THIS CERTIFICATE CAREFULLY.

This Certificate of Insurance (hereinafter referred to as "Certificate") is evidence of insurance provided under the Group Policy issued to the Group Policyholder (hereinafter referred to as "Policyholder"). This Certificate describes the essential features of such insurance.

Madison National Life Insurance Company, Inc., in performing its obligations under the Group Policy, is acting only as a life insurer with respect to the Group Policy and is not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other federal or state laws.

No coverage under the Group Policy is in effect until approved in writing by Us and issued and delivered to the Policyholder. All terms, conditions and other provisions of the Group Policy are governed by the laws of the state in which the Policyholder is located. All provisions on this and the following pages are part of this Certificate. The Group Policy is on file and available for review at the main office of the Policyholder.

The President and Secretary of Madison National Life Insurance Company, Inc. witness this Certificate:



Larry R. Graber
President



Loan Nisser
Secretary

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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SCHEDULE OF BENEFITS

A. Administrative

1. Policyholder:	HealthTrust, Inc.
2. Employer:	City of Portsmouth
3. Plan Number:	63226
4. Initial Plan Effective Date:	July 1, 2017
5. Evidence of Insurability Requirements:	Applies to Late Enrollees, Increases in Benefits and Amounts over Guarantee Issue Amounts
6. Eligible Class:	04 All Eligible Fire, Fire Officers, PMA and SMA Employees
7. Minimum Hourly Work Requirement:	25 hours per week
8. Waiting Period for Insurance Coverage:	6 months
9. New Employee Eligibility Date:	First of month following or coinciding with completion of the Waiting Period
10. Leaves / Layoffs:	Coverage with premium payment while on FMLA leave Coverage with premium payment for up to 24 months while on Paid or Unpaid Leave Coverage with premium payment for up to 2 months while on Layoff
11. Employee Premium Contribution	
Employee Basic Insurance:	0%
12. Participation Requirements	
Employee Basic Insurance:	100%
13. Insurance Reduction Schedule	
Employee Basic Insurance:	Basic Life Insurance reduces to 65% at age 70, reduces to 50% at age 75 and terminates at retirement; all reduced amounts will be rounded to the next higher \$1,000.

B. Basic Life Insurance

<u>Employee Basic Life:</u>	1 times Annual Salary, rounded to the next higher \$1,000, minimum \$10,000
Guarantee Issue:	\$200,000
Maximum Issue:	\$200,000

C. Additional Benefits

1. Conversion of Insurance Benefit:	Included
2. Waiver of Premium Benefit:	Included
3. Living Benefit:	Included
4. Portability Benefit:	Included

GTL-C700-0608T-NH

I. DEFINITIONS

Active Work and **Actively at Work** are defined in the “Eligibility for Insurance” section.

Annual Salary: Your current salary or wage from your Employer for the previous twelve months. Annual Salary does not include extra pay, annuity contributions, commissions, bonuses, overtime pay or any other extra compensation.

Contributory means that You pay all or a portion of the premium for insurance.

Disabled or **Disability** means that as a result of Physical Disease or Injury, you are unable to perform with reasonable continuity a majority of the material duties of any occupation for which you are qualified by education, training and experience, and you are under the Regular Care and Attendance of a Physician.

Eligible Class means an employment classification defined by the Employer and specified in the “Schedule of Benefits.” You must be a member of an Eligible Class in order to be eligible for insurance under the Group Policy.

Eligible Dependent is defined in the “Eligibility for Insurance” section.

Eligible Employee is defined in the “Eligibility for Insurance” section.

Employee is defined in the “Eligibility for Insurance” section.

Employer means an Employer (including approved affiliates and subsidiaries) participating in the Policyholder Trust to whom We have assigned a Plan Number and issued a Joinder Agreement.

Evidence of Insurability

1. Providing Evidence of Insurability means that a person applying for coverage under the Group Policy must:
 - a) complete and sign Our Evidence of Insurability application and return the original application to Us. The application must be received by Us no later than 60 days from the date of signing; and
 - b) authorize Us to obtain information about the applicant’s health; and
 - c) undergo a physical examination, if required by Us, which may include diagnostic testing; and
 - d) provide any additional information about the applicant’s insurability that We may reasonably require.
2. If any applicant is required to provide Evidence of Insurability, the applicant will be responsible for all costs associated with providing Evidence of Insurability.
3. In each case where Evidence of Insurability is required, We base Our decision whether to approve coverage on the information provided during the underwriting process. If We learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, We may retroactively rescind coverage and deny claims.

Group Policy (Policy) means the group insurance Policy issued by Us to the Policyholder under a specified Plan Number.

Guarantee Issue is the amount of coverage provided which is not subject to Evidence of Insurability.

Hospital means a legally operated Facility providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians, but not including rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care.

Injury: Bodily Injury due to an Accident which: (1) results directly and independently of disease, bodily infirmity or any other causes; (2) solely, directly and independently of all other causes results in medical expense; (3) occurs after the effective date of the Insured Person's coverage; and (4) occurs while the Insured Person's coverage is in force. All Injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

Insured Person means an Eligible Employee, Eligible Dependent or Eligible Retiree whose coverage is in effect under the Group Policy.

Joinder Agreement means the document entered into between the Policyholder and the Employer describing the coverage requested by the Employer with respect to its Employees, which has been approved by Us and assigned a Plan Number.

Late Enrollee means an Employee or Dependent who applies for coverage under the Group Policy more than 60 days after becoming an Eligible Employee or Eligible Dependent.

Limiting Age means the Child age(s) shown in the definition of Child in the Eligibility for Insurance section.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

Noncontributory means the Employer pays the entire premium for insurance.

Physical Disease means a condition of the body or of one of its parts that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes pregnancy and Mental Disorder.

Physician means a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision.

For the purpose of this Group Policy, Physician will not include the Insured Person's Spouse/Civil Union Partner, parent, brother, sister, or Child, including these members of a Spouse's/Civil Union Partner's family.

Plan Effective Date means the date on which the Group Policy, with respect to the Employer, becomes effective.

Plan Number means the number used by Us to reference an Employer and the terms of coverage specified under the Group Policy and Joinder Agreement.

Prior Plan means the Employer's group life insurance plan in effect on the day immediately preceding the Plan Effective Date.

Proof of Loss is defined in the "Claims Provisions" section.

Regular Care and Attendance means observation and treatment by a Physician as required by current standards of medicine for the Injury or Physical Disease causing a Disability, but in any event not less than one such observation per year.

Retire and Retirement Date means the earlier of:

1. the date You Retire as such term is defined by Your Employer;
2. the date You receive or become eligible to receive, as defined by the Employer, retirement benefits under any pension plan to which the Employer contributes,
3. or the date You receive or become eligible to receive retirement benefits under, and as defined by, any state or federal retirement plan or under the Social Security Act or Railroad Retirement Act.

4. the date You reach the age defined in the “Schedule of Benefits”.

You and Your means the Eligible Employee.

Waiting Period for Insurance Coverage is defined in the “Eligibility for Insurance” and “Schedule of Benefits”.

We, Us and Our means Madison National Life Insurance Company, Inc.

GTL-C600-0608T-NH

II. ELIGIBILITY FOR INSURANCE

A. Employee Life Insurance Eligibility.

1. Employee Basic Life Insurance. To be eligible for Employee Basic Life Insurance under the Group Policy, You must satisfy the following requirements:
 - a) You must be an **Eligible Employee**.
 - (1) Employee means an individual who works for the Employer as a member of an Eligible Class and who is reported on the Employer’s records for Social Security and tax withholding purposes.
 - b) You must be a citizen or legal resident of the United States of America or one of its territories.
 - c) You must be **Actively at Work** and capable of sustained **Active Work**.
 - (1) **Active Work** and **Actively at Work** mean working at Your Employer’s usual place of business, and satisfying the Minimum Hourly Work Requirement. **Actively at Work** will include regularly scheduled days off, holidays, or vacation days, so long as You are capable of sustained **Active Work** on those days.
 - (2) **Minimum Hourly Work Requirement** means the work hours over a specified time period that are required of You by Your Employer in order to be eligible for coverage. Your **Minimum Hourly Work Requirement** is specified in the “Schedule of Benefits”.
 - (3) The **Active Work** requirement is waived during the time You are approved for benefits under the “Waiver of Premium Benefit” section.
 - d) You must have satisfied Your **Waiting Period for Insurance Coverage**.
 - (1) **Waiting Period** means the period of time that You must be **Actively at Work** as an Employee for Your coverage to become effective. Your **Waiting Period** is specified in the “Schedule of Benefits”.
 - e) You cannot be a member of more than one **Eligible Class**.
 - f) You cannot be a, temporary or seasonal **Eligible Employee**, full-time member of the armed forces of any country, leased **Eligible Employee**, or independent contractor.

GTL-C800-0608T-NH

III. BECOMING INSURED

- A. To become an Insured Person under the Group Policy, an applicant must meet the following requirements as each may apply:
 1. If **Evidence of Insurability** is required, the applicant must provide such **Evidence of Insurability** and be approved for coverage by Us. The “Schedule of Benefits” specifies when **Evidence of Insurability** is required.
 2. If the insurance is **Contributory insurance**, the applicant must apply in writing and remit the required premiums.

B. Effective Dates

1. Employee's Initial Enrollment

- a. Noncontributory insurance not subject to Evidence of Insurability or which is subject to Evidence of Insurability and has been approved by Us, becomes effective on the date You become an Eligible Employee, or as specified by your Employer. However, if You initially waive participation in such coverage and then later wish to participate, applications for Noncontributory insurance will be subject to Evidence of Insurability and will become effective as shown below.
- b. Contributory insurance subject to Evidence of Insurability, and Late Enrollee applications for coverage, become effective on the first day of the month immediately following the month in which the Evidence of Insurability is approved by Us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- c. Contributory insurance not subject to Evidence of Insurability, if You apply prior to, or within 60 calendar days commencing on, the date You become an Eligible Employee, Contributory insurance not subject to Evidence of Insurability becomes effective on the date You become an Eligible Employee. If You do not apply for Contributory insurance prior to, or within 60 days of becoming an Eligible Employee and subsequently wish to obtain such coverage, Evidence of Insurability will be required and Your coverage will become effective as provided in subsection b above.

2. Increases in Insurance

- a. Evidence of Insurability Required. An increase of insurance that is subject to Evidence of Insurability becomes effective on the first day of the month immediately following the month in which the Evidence of Insurability is approved by Us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- b. Evidence of Insurability Not Required. An increase of insurance that is not subject to Evidence of Insurability becomes effective as follows:
 - 1) Based on change in Your classification, age or earnings on the date of such change;

3. Decreases in Insurance

- a. A decrease in life insurance based on a change in Your classification, earnings, age or Your Dependent's age, becomes effective on the date of the change.
- b. Any other decrease in insurance becomes effective on the first day of the calendar month following the date Your Employer receives Your written request for the decrease, except that if such event occurs on the first day of a month, the decrease in coverage becomes effective on that day.

4. Delayed Effective Date. If You are incapable of sustained Active Work due to Injury or Physical Disease on the day before the scheduled effective date of Your insurance or the effective date of a change in Your insurance, such insurance will not become effective until the day after You are capable of sustained Active Work and complete one day of Active Work as an Eligible Employee.

5. If Your coverage ends, You may become covered again, subject to the following:

- a. If Your coverage ends because You fail to make the required contribution while on an approved Family Medical Leave of absence, and then You return to Active Work and enroll for coverage within 60 days of the earlier of a) the end of the period of leave You and Your Employer agreed upon, or b) the end of the 12-week period following the date Your leave began, then the Waiting Period will be waived. Coverage is limited to what You had in effect prior to coverage ending or the coverage that is now available for Your Class, as determined by Us.
- b. In all other cases, if Your coverage ends because You fail to make the required contribution, You must provide Evidence of Insurability to become covered again.
- c. In no event will insurance coverage be retroactive.
- d. If You cease to be an Eligible Employee and coverage ends, and then You return to Active Work with the Employer again within 3 months, the Waiting Period will be waived on the first day of Your return to Active Work.

IV. WHEN COVERAGE ENDS

- A. Except as otherwise provided for under this Certificate, coverage will cease on the earliest of the following to occur:
1. the date the Group Policy terminates or the date Your Employer's coverage under the Group Policy terminates;
 2. the end of the month following the date you cease to be an Eligible Employee;
 3. if premium is not paid when required, the last day of the period for which premium was paid;
 4. if You are a contract Eligible Employee not returning to work as an Eligible Employee the next contract year, the earlier of the following:
 - a) Your Retirement Date, unless You become insured for Retiree Life Insurance under the Group Policy;
 - b) expiration of the current contract year;
 5. Your Retirement Date, unless You become insured for Retiree Life Insurance under the Group Policy.

B. Labor Disputes

Any employee may pay the premiums as they become due directly to the policyholder if the employee's compensation is suspended or terminated as the result of a labor dispute for a period of 6 months. The premium and the coverage will not change except for normal increases or decreases in the premium and coverage.

When the employee's compensation is so suspended or terminated, the employee shall be notified immediately by the policyholder in writing, by mail addressed to the address last on record with the policyholder, that the employee may pay the premiums to the policyholder as they become due as provided in this section.

If the employee does not pay the premiums as they become due, the employee's coverage will end, subject to the grace period.

If the employee takes full-time employment with another employer, the policyholder may discontinue the employee's coverage when the other full-time employment begins.

Regardless of whether the employee has taken other full-time employment with another employer, this coverage will end on the first renewal date 6 months after compensation is suspended or terminated as the result of a labor dispute.

After the 6-month period, if the group insurance coverage is no longer available, the employee shall have the right to convert to an individual policy as described in VII. Life Insurance Conversion Benefit.

C. Approved FMLA Leave of Absence – Contributory or Noncontributory Coverage

1. With regard to the Federal Family and Medical Leave Act (FMLA) of 1993, as amended, the Employer and Employee must be eligible for FMLA in order to receive it. If You are on an approved FMLA leave, coverage will continue until the later of the leave period required by FMLA or the leave period required by applicable state law, provided that :
 - a) The FMLA leave is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the FMLA leave; and
 - b) The documentation of the advance approval of the FMLA leave beginning and end dates is available to Us at Our request; and

- c) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - d) the Employer remits the required premium for coverage.
- D. Paid Leave of Absence. If You are on a paid leave of absence, coverage will continue subject to the following:
- 1. Noncontributory coverage
 - a) Coverage will continue provided that:
 - (1) The paid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the paid leave of absence; and
 - (2) The documentation of the advance approval of the paid leave of absence beginning and end dates is available to Us at Our request; and
 - (3) paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - (4) the Employer remits the required premium for coverage.
 - b) Unless You return to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of:
 - (1) the date the paid leave of absence is scheduled to end; or
 - (2) 24 months from the date the paid leave of absence began; or
 - (3) upon termination of employment with the Employer.
 - 2. Contributory Coverage
 - a) Coverage will continue provided that:
 - (1) The paid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the paid leave of absence; and
 - (2) The documentation of the advance approval of the paid leave of absence beginning and end dates is available to Us at Our request; and
 - (3) paid leaves of absence and the right to continue coverage during paid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (4) You continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to Us on Your behalf.
 - b) Unless You return to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on:
 - (1) the date the paid leave of absence is scheduled to end;
 - (2) 24 months from the date the paid leave of absence began; or
 - (3) upon termination of employment with the Employer.
 - (4) the date You fail to pay the premium as required.
 - c) If You choose not to continue coverage or Your coverage terminates during a paid leave of absence and You subsequently wish to obtain coverage, You will be treated as a Late Enrollee and be required to provide Evidence of Insurability.
- E. Unpaid Leave of Absence - If You are on an unpaid leave of absence, coverage will continue subject to the following:
- 1. Noncontributory Coverage
 - a) Coverage will continue provided that:
 - (1) The unpaid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the unpaid leave of absence; and
 - (2) The documentation of the advance approval of the unpaid leave of absence beginning and end dates is available to Us at Our request; and
 - (3) unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and

- (4) the Employer remits the required premium for coverage.
- b) Unless You return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of:
 - (1) the date the unpaid leave of absence is scheduled to end; or
 - (2) 24 months from the date the unpaid leave of absence began; or
 - (3) upon termination of employment with the Employer.

2. Contributory Coverage

- a) Coverage will continue provided that:
 - (1) The unpaid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the unpaid leave of absence; and
 - (2) The documentation of the advance approval of the unpaid leave of absence beginning and end dates is available to Us at Our request; and
 - (3) unpaid leaves of absence and the right to continue coverage during unpaid leave of absence are available to all Employees in the same Eligible Class under the Group Policy; and
 - (4) You continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to Us on Your behalf.
- b) Unless You return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of:
 - (1) the date the unpaid leave of absence is scheduled to end;
 - (2) 24 months from the date the unpaid leave of absence began; or
 - (3) upon termination of employment with the Employer.
 - (4) the date You fail to pay the premium as required.
- c) If You choose not to continue coverage or Your coverage terminates during an unpaid leave of absence and You subsequently wish to obtain coverage, You will be treated as a Late Enrollee and be required to provide Evidence of Insurability.

F. Layoffs - Contributory or Noncontributory Coverage

1. If You are on a leave of absence because of a lay-off, coverage will continue for up to 2 months, provided that any premium for You is paid for that period.

G. Termination or Amendment of the Group Policy and Employer Coverage

1. The Group Policy may be terminated, changed or amended in whole or in part by Us or the Policyholder according to the terms of the Group Policy. Any such change or amendment may apply to current or future Employers and eligible persons covered under the Group Policy or to any separate classes or categories thereof. An Employer's coverage under the Group Policy may be terminated, changed or amended in whole or in part by Us or the Employer according to the terms of the Group Policy.
2. We may change the Group Policy and any Employer's coverage under the Group Policy in whole or in part: (i) when any change or clarification in law or governmental regulation affects Our obligations under the Group Policy, or (ii) with the Policyholder's or Employer's consent.
3. We may terminate an Employer's coverage on any premium due date by giving the Employer not less than 60 days advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of eligible persons, at any time by giving Us advanced written notice at least 60 days prior to such termination. Insurance will terminate automatically for nonpayment of premium.

4. Benefits are limited to the terms of Your Employer's coverage under the Group Policy, including any valid amendments. No change or amendment of Your Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of Our executive officers and delivered to Your Employer. The Policyholder, Your Employer and their Eligible Employees or representatives have no right or authority to change or amend the Group Policy or Your Employer's coverage under the Group Policy or to waive any terms or provisions thereof without Our signed, written approval.

GTL-C800-0608T-NH

V. LIFE INSURANCE - WAIVER OF PREMIUM BENEFIT

A. Waiver of Premium Definitions

1. **Elimination Period** means the period of 3 months beginning on the date You become Disabled.
2. **Life Insurance** under this Waiver of Premium Benefit means all of the Life Insurance, as listed in the Schedule of Benefits, in force under the Group Policy on the day before the day You become Disabled.
3. **Proof of Disability** means documented clinical findings that prove that You are Disabled.

B. Waiver of Premium does not apply to AD&D Insurance.

C. Your Life Insurance will be continued as provided for under this section without payment of premium, if all of the following conditions are met:

1. You become Disabled prior to age 60 while insured under the Group Policy;
2. You remain Disabled without interruption for the duration of the Elimination Period;
3. You provide Us with written notice of Your Disability within 6 months after the end of the Elimination Period;
4. You provide Us with satisfactory written Proof of Disability within 6 months from the last day of the Elimination Period;
5. Your claim is approved by Us.

D. When the Waiver of Premium Benefit Begins. If You qualify and are approved for the Waiver of Premium Benefit, Your premium will be waived beginning on the first day of the month immediately following the end of Your Elimination Period.

E. When Waiver of Premium Ends. Waiver of Premium ends on the earliest to occur of the following:

1. The date You cease to be Disabled;
2. The 91st day following the date We mail to You a request for additional Proof of Disability with which You fail to comply;
3. The date You refuse to submit to a medical examination or to cooperate with Our chosen health care provider;
4. The date You refuse to submit to or undergo vocational rehabilitation (which determines employment opportunities, if any, for individuals with disabilities);
5. The date at which You've resided outside of the United States of America, or one of its territories during any 6 consecutive months for which premium had been waived;
6. The effective date of an individual life insurance policy issued to You under the "Life Insurance Conversion Benefit" section.
7. The premium due date immediately prior to Your attainment of Your Social Security Normal Retirement Age;

F. Premiums

1. Premium payment must continue until the later of the end of Your Elimination Period or the date Your claim for the Waiver of Premium Benefit is approved by Us.
2. If Your Waiver of Premium benefit terminates because You cease to be Disabled or You fail to submit to a medical exam or cooperate with the examiner, for coverage to continue, You must be an Eligible

Employee and premiums must resume on the next premium due date, or You must continue coverage as provided for under the "Life Insurance Conversion Benefit" section.

G. Amount of Insurance

1. The amount of Life Insurance continued under the Waiver of Premium Benefit is the amount in effect on the day before You became Disabled, if you were Actively at Work.
2. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before You became Disabled.
3. Your Life Insurance amount will not increase while Your Life Insurance premiums are being waived.

H. We will not waive premiums if Your Disability results from intentionally self-inflicted Injuries or Physical Diseases, while sane or insane, or from Your voluntary participation in an illegal activity.

I. If You die during the Elimination Period and are otherwise eligible for the Waiver of Premium Benefit, the Elimination Period will not apply.

J. We may require further Proof of Disability in intervals that are reasonable based on Your type of Disability.

K. Investigation Of Claim

With respect to benefits that are claimed during an Insured Person's lifetime, We may require him or her to undergo examination at reasonable intervals, at Our expense. Any such examinations will be conducted by appropriate Physician of Our choice. We may deny or suspend benefits if You fail to attend an examination, or do not give full effort and cooperation to the examiner.

GTL-C900-0608T-NH

VI. LIFE INSURANCE - LIVING BENEFIT

Terminally Ill and **Terminal Illness** mean a medical condition that is expected to result in Your death within 12 months.

A. If You become Terminally Ill while covered for life insurance under the Group Policy You may elect to receive the Living Benefit as provided for under this section.

B. The Living Benefit will be an amount equal to:

1. 80% of Your Employee Basic Life Insurance in effect on the date Your election is made, subject to a maximum of \$500,000.

The amount payable will be equal to the Living Benefit less applicable amounts, if any, charged for an investment loss (interest) and administrative fees.

C. The payment will be made in one lump sum to You or to the payee You appropriately assign.

D. The Living Benefit will not be available if:

1. You have any portion of any Life Insurance or ownership rights thereof absolutely or irrevocably assigned or transferred;
2. You have made an irrevocable beneficiary designation;
3. the insurance proceeds are subject to a court order under a divorce decree, separate maintenance agreement or property settlement agreement;
4. You have filed for bankruptcy, unless You give Us written approval from the bankruptcy court for payment of the Living Benefit;

E. No payment will be made under this election unless and until We receive and approve of all of the following:

1. Your signed and notarized election of this option on a form furnished by Us;

2. signed and witnessed written statements of all irrevocable beneficiaries and assignees (and Spouse in marital property states) consenting to Your election of this option; and
 3. satisfactory written proof from a Physician other than Yourself or a member of Your or Your Spouse's immediate family that You have been diagnosed as being Terminally Ill and that You are of sound mind and under no constraint or undue influence.
- F. We may require a second opinion and examination of Your condition at Our own expense by a Physician of Our choice.
- G. Payment of the Living Benefit will reduce correspondingly the face amount of Your life insurance benefits under the Group Policy. This will result in reduced life insurance proceeds payable to Your beneficiary at Your death. Furthermore, any amount of insurance that would otherwise be continued will be reduced proportionately, as will the maximum face amount available under the "Life Insurance Conversion Benefit" section.
- H. Premium payments must continue to be paid for Your life insurance unless You qualify to have Your life insurance premium waived. The premium due will be based on the amount of insurance remaining in force after deducting the amount of the Living Benefit.
- I. Payment of the Living Benefit will not affect the amount of, or change an existing beneficiary designation for, the AD&D Benefit, if any, in effect and kept in force under the Group Policy.
- J. Your election together with Our payment of the Living Benefit constitute a valid and effective beneficiary designation change, but only with respect to the specified life insurance benefits, and only to the extent affected by the Living Benefit payment, and applicable interest and fees, if any, charged thereon.
- K. Payment of the Living Benefit will be exempt from the claims of creditors and from legal process to the extent permitted by law.
- L. All other provisions of the Group Policy, including the effective date provisions of any benefit increases and the provisions on benefit reductions because of amendments to the plan or benefit classification changes or Your attained age, remain valid and in effect. Any such life insurance benefit reduction will be calculated based on Your life insurance amount in effect immediately before the Living Benefit payment.
- M. You are responsible for any tax consequences related to this benefit.

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VII. LIFE INSURANCE CONVERSION BENEFIT

- A. When Coverage Ends.
1. If an Insured Person's coverage under the Policy ends, the Insured Person may, as described below, apply for Our individual life insurance policy without submitting Evidence of Insurability.
 - a. The Insured Person must complete an application, pay the first premium, and send them to Us within the 31-day period immediately following the date coverage ends under the Policy (the Conversion Period).
 - b. The individual policy will become effective on the first day following the date coverage under the Policy ends.
 - c. The Insured Person may convert all or part of the amount of life insurance benefit, as shown in the "Schedule of Benefits".
 2. If an Insured Person has been insured under the Policy for at least five years and is no longer eligible due to cancellation of the Policy or cancellation of the class of insureds in which the Employee belonged, an Insured Person may convert the lesser of: (1) \$10,000 or (2) all or part of the amount for which the Insured Person is no longer eligible for under the Policy. Each Insured Person shall be given written notice of this

conversion privilege and its duration within 15 days after the date of termination for the Group Policy. If this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion shall be extended for a period of 15 days following the date of the written notice. Such notice shall be mailed by Us to the Insured Person at the last address furnished to Us by the Group Policyholder.

B. Premiums.

1. Premiums for such individual life policy will be based on: (1) Our usual rate for the amount and type of individual policy; (2) the Insured Person's class of risk; and (3) the Insured Person's attained age.
2. If an Insured Person dies during the Conversion Period, the maximum amount of life insurance to which he or she would have been entitled to under such individual policy shall be payable as a claim under the Group Policy, whether or not application for the individual policy or the payment of the first premium has been made.
3. The rights or benefits granted under this provision are in lieu of any other rights or benefits granted under the Group Policy.

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VIII. LIFE INSURANCE PORTABILITY BENEFIT

A. Schedule of Portable Coverage.

1. Portable Coverage is available for the following types of insurance You have in effect on the last day of Your employment with the Employer:
 - a. Employee Basic Life Insurance;

B. When Coverage Ends. If Your life insurance coverage under the Group Policy end because Your employment with the Employer terminates, You may be eligible to purchase portable group life insurance without submitting Evidence of Insurability. You may purchase all or some of Your life insurance in force at the time Your employment ends, but not less than a minimum of \$5,000.

C. Eligibility. To be eligible for Portable Coverage, You must meet the following requirements on Your last day of employment with the Employer

1. You must be an Insured Person and have been insured under the Group Policy for at least 12 months consecutive months ending on Your last day of employment with the Employer;
2. You must be under the Social Security Normal Retirement Age as stated in the 1983 revision or any subsequent revisions of the United States Social Security Act;
3. You cannot be Disabled;
4. Your termination of employment must not be due to Retirement;
5. You cannot be covered under any other group term life insurance plan;

D. Application and Premium Payment

1. You must apply in writing and pay the first premium within 31 days after Your last day of employment with the Employer.
2. Premium checks are payable to Madison National Life Insurance Company, Inc., and must be made directly to Us in a timely manner as specified by Us at the time coverage is ported.

E. Effective Date of Portable Coverage. Provided the above requirements are met, Portable Coverage will become effective the first day immediately following Your last day of coverage through the Employer.

F. The following Benefits/Sections are Excluded from being portable under this Section:

1. Any coverages not specifically listed under the "Schedule of Portable Coverage" subsection above
2. Waiver of Premium;
3. Living Benefit;

G. Other Portability Terms and Requirements.

1. If You do not purchase Portable Coverage for Yourself, You may not purchase Portable Coverage for any Dependent.
2. Refer to the "Life Insurance Conversion Benefit" section for information on eligibility to convert Your group insurance to an individual life insurance policy. The combined amounts of Portable Coverage and coverage obtained under the "Life Insurance Conversion Benefit" section cannot exceed the amount in effect under the Group Policy on the last day of Your employment with the Employer.
3. You may reduce Your amount of Portable Coverage at any time by providing Us with a written request. Such a reduction will be effective on the first day of the month following the month in which the request was received. You may not increase Your Portable Coverage.
4. Your Portable Coverage is governed by the terms of the Group Policy, and will be reduced or terminated according to the terms therein.
5. In the event of termination of Your Employer's coverage under the Group Policy, Your Portable Coverage will be provided under a separate group insurance policy, and will contain provisions that may differ from Your coverage through Your Employer under the Group Policy. You will receive Your coverage information when You purchase the Portable Coverage.
6. If You do not complete and submit a new beneficiary designation form with Your application for Portable Coverage, Your beneficiary designation on file under the Group Policy will apply to Your Portable Coverage.

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IX. CLAIMS PROVISIONS

A. Filing A Claim

1. To file a claim for benefits under this Certificate, the claimant (depending on the benefit the claimant could be an Insured Person, a beneficiary or personal representative of an Insured Person) must provide Us with Proof of Loss in a timely manner. Or, upon receipt of written notice of claim, We will send the claimant a Claim Form for filing Proof of Loss. If the claimant does not receive such forms within 15 days after the giving of such notice, the claimant can send us, without the Claim Form, the written proof covering the occurrence.
2. Proof of Loss.
 - a. Proof of Loss must be provided in writing to Us, at the claimant's expense, within 90 days after the date of the loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.
 - b. **Proof of Loss** means satisfactory written proof that a loss occurred for which the Group Policy provides benefits, which is not subject to any exclusion, and which meets all other conditions for benefits. Proof of Loss includes any other information We may reasonably require in support of a claim for benefits under the Group Policy.

B. Notice of Decision on Claim

1. We will evaluate a claim for benefits promptly after We receive it. Within 30 days after We receive the claim We will send the claimant:
 - a. a written decision on the claim; or
 - b. a notice that We are extending the period to decide the claim for an additional 45 days.
2. If the claim is approved, We will pay benefits within 30 days after the Proof of Loss requirement is satisfied.
3. If We extend the period to decide the claim, We will notify the claimant of the following:
 - a. the reasons for the extension;
 - b. when We expect to decide the claim; and
 - c. any additional information We require to decide the claim.
4. If We request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, We may decide the claim based on the information We have received.

5. If We deny any part of the claim, We will send the claimant a written notice of denial containing:
 - a. the reasons for Our decision;
 - b. reference to the parts of the Group Policy on which Our decision is based;
 - c. a description of any additional information required to support the claim;
 - d. information concerning the claimant's right to a review of Our decision.

C. Payment of Claims.

Upon receipt of proper Proof of Loss, benefits will be paid within 30 days. If any claims payment interest accrues, interest will be paid in the amount determined by the State in which the claims are incurred.

Death Claims: If an Insured Person dies while insured for life insurance under the Group Policy, We will pay benefits according to the "Schedule of Benefits", after We receive Proof of Loss, as follows.

1. The death benefit will be paid in a single sum or by any other method agreeable to Us and the beneficiary. Payment of the benefit will extinguish Our liability under the Group Policy for which the death benefit has been paid.
2. No Surviving Beneficiary. If You do not name a beneficiary, or if You are not survived by any named beneficiary, benefits will be paid to Your estate.
3. Dependent Benefits. Dependent Life Insurance benefits that are payable, but unpaid at the Insured Person's death, will be paid in equal shares to the first surviving class of the following, if the Eligible Employee is dead:
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. The Insured Person's estate.

The following Dependent benefits, payable under the Group Policy, will be paid to the Eligible Employee if he or she is living:

- a. AD&D Insurance benefits;
 - b. Life Insurance benefits;
 - c. Supplemental Life Insurance benefits payable because of the death of Your insured Spouse or Child;
 - d. Living Benefit.
4. Facility of Payment. If the benefits provided by the Group Policy are payable to the Insured Person's estate or to a beneficiary who is a minor or otherwise not legally competent to give a valid release, We may pay up to \$250 to any person related to the Insured Person by blood or marriage. Any payment made in good faith will fully release Us to the limit of the payment. If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will pay the life proceeds to the legally appointed guardian. The guardian must provide Us with adequate written proof of such appointment. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law. Payment made before We have received written notice at Our home office of a valid claim by some other person releases Us from further obligation.

D. Review Procedure.

1. If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.
2. The claimant may send Us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.
3. We will review the claim promptly after We receive the request. Within 60 days after We receive the request for review We will send the claimant:
 - a. a written decision on review; or

- b. a notice that We are extending the review period for 60 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.
- 4. If We extend the review period, We will notify the claimant of the following:
 - a. the reasons for the extension;
 - b. when We expect to decide the claim on review; and
 - c. any additional information We require to decide the claim.
- 5. If We request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, We may conclude Our review of the claim based on the information We have received.
- 6. If We deny any part of the claim on review, the claimant will receive a written notice of denial containing:
 - a. the reasons for Our decision.
 - b. references to the provisions of the Group Policy on which Our decision is based.
 - c. information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
- 7. The Group Policy does not provide voluntary alternative dispute resolution options.

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X. GENERAL PROVISIONS

A. Naming a Beneficiary.

- 1. At the time You became insured under the Group Policy, You should have named a beneficiary of the proceeds of Your life insurance on the enrollment form.
- 2. You may have named primary beneficiaries and secondary beneficiaries. A secondary beneficiary will become a primary beneficiary if the named primary beneficiary is not living at the time of Your death. Two or more surviving primary beneficiaries will share equally, unless You specify otherwise.
- 3. AD&D Insurance death benefits will be distributed according to the beneficiary designation of Your corresponding life insurance.
- 4. You may change Your beneficiary designation at any time, subject to the following:
 - a) The designation must be made in writing on a form suitable to Us;
 - b) The designation must be dated and signed by You (and by your Spouse where required by law);
 - c) The designation must relate and refer to the insurance provided under the Group Policy;
 - d) If applicable, We must have the written consent of all irrevocable beneficiaries;
 - e) You must not have assigned the ownership of Your insurance.
- 5. When a valid change of beneficiary is received by Us, the change will relate back to and take effect as of the date it was signed. This is the case whether You are alive or not when We receive the request. Even though the change of beneficiary will relate back to the date it was signed, it will be without prejudice to Us on account of any payment We have already made.
- 6. If We approve it, a written designation signed and dated by You under the Prior Plan will be accepted as Your beneficiary designation under the Group Policy.

B. Simultaneous Death Provision.

If a beneficiary dies on the same day You die, or within 120 hours from Your time of death, benefits will be paid as if that beneficiary had died before You, unless Proof of Loss with respect to Your death is delivered to Us before the date of the beneficiary's death.

C. Entire Contract, Changes

1. This Certificate, including the Enrollment Form, Group Policy and any Riders, Amendment or attached papers, if any, constitutes the entire contract of Insurance. No change in this Certificate shall be valid until approved by an executive officer of Our company and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Certificate or waive any of its provisions.
2. Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, We have authority to control, manage, and interpret the Group Policy, to administer claims and to resolve all questions arising in the administration, interpretation and application of the Group Policy.
3. Our authority includes, but is not limited to the following:
 - a) the right to resolve all matters when a review has been requested;
 - b) the right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
 - c) the right to determine eligibility for insurance, entitlement to benefits, the amount of benefits payable and the sufficiency and the amount of information We may reasonably require to make determinations.

D. Incontestability of Insurance

1. Any statement made to obtain or to increase insurance is a representation and not a warranty.
2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless:
 - a) the insurance would not have been approved if We had known the truth; and
 - b) We have given You or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.
3. After insurance has been in effect for 2 years, during the lifetime of the Insured Person, We will not use a misrepresentation as a basis for reducing or denying a claim.

E. Incontestability of the Group Policy or Employer Coverage under the Group Policy

1. No misrepresentation by the Policyholder or Your Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy or Your Employer's coverage under the Group Policy unless:
 - a) the Group Policy would not have been issued or Your Employer's coverage under the Group Policy would not have been approved if We had known the truth; and
 - b) We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.
2. The validity of Your Employer's coverage under the Group Policy will not be contested after it has been in force for 2 years, except for nonpayment of premium.

F. Clerical Error

1. Clerical error by Us, the Policyholder, Your Employer, or their respective Eligible Employees or representatives will not:
 - a) cause a person to become insured under the Group Policy or a provision of it.
 - b) invalidate insurance otherwise validly in force.
 - c) continue insurance otherwise validly terminated.
 - d) cause an Employer to obtain coverage under the Group Policy or a provision of it.
2. In the event that a clerical error results in an incorrect rate, We reserve the right to adjust the rate accordingly.
3. The payment of premium, by itself, will not obligate Us to provide benefits to anyone who is not eligible for coverage under the Group Policy.

4. Your Employer acts on its own behalf as Your agent, and not as Our agent. Your Employer has no authority to alter, expand or extend Our liability or to waive, modify or compromise any defense or right We may have under the Group Policy.

G. Misstatement

1. Age or Gender

If the age or gender, or both, of a person has been misstated, We will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:

- a) the amount of insurance based on the correct age and gender; and
 - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.
 - c) in the event of a rescission, that Insured Person's insurance would be subject to the "Incontestability" provision. In such case, We will return the premium paid for the Insured Person's insurance.
2. A legal action may not be brought to recover on this Certificate within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

H. Assignment

An Insured may not assign any of his or her rights, privileges or benefits under the Group Policy, unless approved by Us.

I. Conformity With State Laws

If any provision of this Certificate is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

GTL-C2300-0608T-NH

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717

**AMENDMENT #1
GROUP TERM LIFE INSURANCE ISSUED TO
City of Portsmouth
PLAN NUMBER 63226**

Class Number - Description: 04 – All Eligible Fire, Fire Officers, PMA and SMA Employees

This Amendment is made a part of the Group Term Life Certificate of Insurance (“Certificate”) to which it is attached. The provisions of this Amendment are effective on July 1, 2017 and will expire concurrently with the Contract.

In consideration of issuance, the Certificate is hereby amended and modified, as follows:

1. Under Section ‘**VI. LIFE INSURANCE - LIVING BENEFIT**’, under part ‘**B.**’, item ‘1.’ is hereby deleted in its entirety and replaced with the following:

‘1. 80% of Your Employee Basic Life Insurance in effect on the date Your election is made, subject to a minimum of \$3,000 and a maximum of \$500,000.

The amount payable will be equal to the Living Benefit less applicable amounts, if any, charged for an investment loss (interest) and administrative fees.’

All other terms, provisions and conditions of the Certificate remain unchanged. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the Certificate.

GTL-END-0410-C

