# **Group Accident Insurance Certificate**

Saint Louis University

# IMPORTANT NOTICES GROUP ACCIDENT

**Arizona residents:** 

#### **North Carolina residents:**

This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but it is issued under a group master policy located in another state and may be governed by that state's law.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. IF YOU

# **Life Insurance Company of North America**

#### **TABLE OF CONTENTS**

SECTION	PAGE NUMBER
SCHEDULE OF BENEFITS	1
GENERAL DEFINITIONS	4
ELIGIBILITY AND EFFECTIVE DATE PROVISIONS	7
COMMON EXCLUSIONS	9
CONVERSION PRIVILEGE	10
CLAIM PROVISIONS	12
ADMINISTRATIVE PROVISIONS	14
GENERAL PROVISIONS	15
ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE	16
EXPOSURE AND DISAPPEARANCE COVERAGE	17
BEREAVEMENT AND TRAUMA COUNSELING BENEFIT	17
CHILD CARE CENTER BENEFIT	18
HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT	18
REHABILITATION BENEFIT	19
SEATBELT AND AIRBAG BENEFIT	19
SPECIAL EDUCATION BENEFIT	20
SPOUSE RETRAINING BENEFIT	20
TRAVEL ASSISTANCE SERVICES	21
MODIFYING PROVISIONS AMENDMENT	24

GA-00-CE1000.00

#### SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the provisions carefully.

The Schedule of Benefits provides a brief outline of your coverage and benefits. Please read the Description of Coverages and Benefits Section for full details.

**Subscriber:** Saint Louis University

**Effective Date of Subscriber Participation:** January 1, 2019

Certificate Effective Date: March 15, 2021

**Covered Class:** Class 2 - All active, full-time Local 1 Union Employees of the Employer regularly working a

minimum of 32 hours per week in the United States, who are citizens or permanent resident aliens

of the United States.

#### SCHEDULE OF BENEFITS

This Schedule of Benefits shows maximums, benefit periods and any limitations applicable to benefits provided for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

#### **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or

before the Policy Effective Date: After 60 days of Active Service

For Employees hired after

the Policy Effective Date: After 60 days of Active Service

Time Period for Loss:

Any Covered Loss must

occur within: 365 days of the Covered Accident

Maximum Age for Insurance: None

#### VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum: Units of \$10,000 to the lesser of 10 times Annual ComLo

## SCHEDULE OF COVERED LOSSES

**Covered Loss** 

Loss of Life Loss of Two or More Hands or Feet Loss of Sight of Both Eyes Loss of One Hand or One Foot and Sight in One Eye Loss of Speech and **Benefit** 

100% of the Principal Sum 100% of the Principal Sum 100% of the Principal Sum 100% of the Principal Sum

#### ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

#### BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

Benefit Amount \$100 per session
Maximum Number of Sessions 10 sessions

Maximum Benefit Per

Covered Accident \$1,000

**CHILD CARE CENTER BENEFIT** 

Benefit Amount 5% of the Employee's Principal Sum subject to a maximum

of \$5,000 per year

Maximum Benefit Period the earlier of 4 years or until the child turns 13 for each

surviving Dependent Child

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

Benefit 100% of the Principal Sum subject to a maximum of

\$25,000

REHABILITATION BENEFIT

Benefit per Covered Accident 100% of the Principal Sum subject to a maximum of

\$25,000

SEATBELT AND AIRBAG BENEFIT

Seatbelt Benefit 10% of the Principal Sum subject to a Maximum Benefit of

\$25,000

Airbag Benefit 10% of the Principal Sum subject to a Maximum Benefit of

\$25,000

Default Benefit \$1,000

SPECIAL EDUCATION BENEFIT

Surviving Dependent Child Benefit 2.5% of the Principal Sum subject to a Maximum Benefit of

\$5,000

Maximum Number of Annual Payments

For Each Surviving Dependent Child 4

Default Benefit \$1,000

SPOUSE RETRAINING BENEFIT

Benefit 2.5% of the Principal Sum subject to a Maximum Benefit of

\$5,000

GA-00-1100.00

#### **GENERAL DEFINITIONS**

Please note that certain words used in this Certificate have specific meanings. The words defined below and capitalized within the text of this Certificate have the meanings set forth below.

#### **Active Service**

An Employee will be considered in Active Service with the Employer on any day that is either of the following:

- 1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel;
- 2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the preceding scheduled workday.

A person other than an Employee is considered in Active Service if he is none of the following:

- 1. an Inpatient in a Hospital or receiving Outpatient care for chemotherapy or radiation therapy;
- 2. confined at home under the care of a Physician for Sickness or injury;
- 3. Totally Disabled.

#### Age

A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on his last birthday.

#### Aircraft

A vehicle which:

- 1. has a valid certificate of airworthiness; and
- 2. is being flown by a pilot with a valid license to operate the Aircraft.

#### **Annual Compensation**

Your annual earnings for normal work established by the Subscriber for his job classification, excluding commissions, bonuses, overtime or other extra compensation.

Changes in the Covered Person's amount of insurance resulting from a change in the Employee's amount of Annual Compensation take effect, subject to any Active Service requirement, on the date of change in Annual Compensation.

#### **Covered Accident**

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or

#### **Dependent Child(ren)**

An Employee's unmarried child who meets the following requirements:

- 1. A child from live birth to 26 years old;
- 2. A child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

A child, for purposes of this provision, includes an Employee's:

- 1. natural child;
- 2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse provided the child is living with, and is financially dependent upon the Employee;
- 3. stepchild who resides with the Employee and is financially dependent upon the Employee;
- 4. child for whom the Employee is the court-appointed legal guardian, as long as the child resides with the Employee and depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.

#### **Employee**

For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.

#### **Employer**

The Subscriber and any affiliates, subsidiarie

#### **Physician**

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Subscriber;
- 2. living in the Covered Person's household;
- 3. a parent, sibling, spouse or child of the Covered Person.

#### **Prior Plan**

The plan of insurance providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.

#### **Sickness**

A physical or mental illness.

#### **Spouse**

The Employee's lawful spouse.

#### Subscriber

Any participating organization that subscribes to the trust to which this Policy is issued.

#### **Totally Disabled or Total Disability**

Totally Disabled or Total Disability means either:

- 1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
- 2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

#### We, Us, Our

Life Insurance Company of North America.

#### You, Your

The person to whom the certificate is issued.

GA-00-1200.00 as modified by GA-00-4002.00

# **ELIGIBILITY AND EFFECTIVE DATE PROVISIONS**

**Subscriber Effective Date** 

#### Life Status Change

A Life Status Change is an event that the Employer determines qualifies any Employee to elect or increase accident insurance benefits for himself and his Spouse and Dependent Children. Any change in benefit elections must be made within 31 days of a Life Status Change.

Any increases in benefits or added benefits elected under this Life Status Change provision will become effective on the first of the month following the Life Status Change.

The Subscriber should seek advice of its tax advisors if Employees may contribute to the cost of any insurance provided by this Policy with earnings not subject to Federal Income Tax. We cannot provide such advice nor offer any opinions on taxation or tax status of any contributions toward the cost of insurance.

#### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

- 1. a change in benefits provided by this Policy; or
- 2. a change in the Employee's Covered Class will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

# **COMMON EXCLUSIONS**

In addition to any benefit-

#### **Extension of Conversion Period**

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

#### **ADMINISTRATIVE PROVISIONS**

#### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day after the reduction took place.

#### **Draft Accounts**

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

#### **Grace Period**

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. Insurance under this Policy for You, Your Spouse and/or Dependent Children will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

GA-00-CE1701.00 as modified by RA-GA-1000.00

# **DESCRIPTION OF COVERAGES AND BENEFITS**

This Description of	Coverages and I	Benefits Section	describes the	Accident C	Coverages and I	Benefits prov	rided to You.

#### CHILD CARE CENTER BENEFIT

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if death of the covered Employee results directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

1.

### SPECIAL EDUCATION BENEFIT

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for each qualifying Dependent Child. The Covered Person's death must result, directly and independently of all other causes from a Covered Accident for

### LIFE INSURANCE COMPANY OF NORTH AMERICA

In the case of an Immediate Family Members who is a child under age 18, who is left without a parent, guardian or other adult to accompany the child, We will cover the reasonable cost of an escort to accompany the child to the nearest airport. If under the applicable rules of the airline, the child is too young to travel unaccompanied by an adult, We will pay the round trip economy airfare for an adult family member from the child's place of residence to the airport nearest the child.

#### **Immediate Family Member Visit**

Expenses for an Immediate Family Member or Friend of the Covered Person to visit the Covered Person during

#### **Exclusions**

The exclusions listed in the Policy's Common Exclusions section will not apply to Medical Evacuation and Repatriation Expenses, except for exclusions relating to war or acts of war, suicide or intentionally self-inflicted injury. In addition, the following exclusions apply specifically to this coverage:

- 1. Non-Emergency, routine or minor medical problems, tests and exams where there is no clear or significant risk of death or imminent serious Injury or harm to the Covered Person;
- 2. a condition which would allow for treatment at a future date convenient to the Covered Person and which does not require Emergency evacuation or repatriation;
- 3. expenses incurred if a purpose of the Covered Person's trip is to obtain medical treatment;
- 4. services provided for which no charge is normally made, in the absence of insurance;
- 5. transportation for the Covered Person's vehicle and/or other personal belongings;
- 6. Initial transport by ambulance following a Covered Medical Emergency occurring in the United States;
- 7. services incurred while serving in the armed forces of any country;
- 8. services required or obtained in any location which, due to war, insurrection, natural disaster or other reasons, is not reasonably accessible to our designated service provider, unless approved in advance by us;
- 9. claim payments that are illegal under applicable law;
- 10. expenses which are paid or payable under any workers' compensation law;
- 11. Medical care or services scheduled for Your or Your doctor's convenience which are not considered an emergency.

Except for	the	above
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William J. Smith, President

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Life Insurance Company of North America 1601 Chestnut Street Philadelphia, Pennsylvania 19192**Totally Disabled or** Totally Disabled or Total Disability means either:

### **District of Columbia residents:**

Under the *General Definitions* section, item 4 of the second paragraph of the definition of Dependent Child is replaced with the following:

4. minor grandchildren, nieces, or nephews under the Employee's primary care, and if the legal guardian of the minor grandchild, niece, or nephew, if other than the Employee, is not covered by an accident or sickness policy. Here "primary care" means that the Employee provides food, clothing, and shelter, on a regular and continuous basis, for the minor grandchild, niece, or nephew during the time the District of Columbia public schools are in regular session.

### Georgia residents:

Under the *General Definitions* section, item 2 of the first paragraph of the definition of Dependent Child is replaced with the following:

2. A child shall continue to be insured up to and including age 26 so long as the coverage of the Employee continues in effect, the child remains a dependent of the insured parent or guardian, and the child, in each calendar year since reaching age 19, has been enrolled for five calendar months or more as a full-time student at a postsecondary institution of higher learning or, if not so enrolled, would have been eligible to be so enrolled and was prevented from being so enrolled due to Sickness or Injury.

### Louisiana residents:

1. Under the General Definitions section, the definition of Dependent Child is replaced with the following:

### **Dependent Child(ren)**

An Employee's unmarried child who meets the following requirements:

- 1. A child from live birth to 21 years old;
- 2. A child who is 21 or more years old but less than 26 years old, enrolled in a school, including vocational, technical, vocation-technical, trade schools and colleges, as a full-time student and primarily supported by the Employee;
- 3. A child who is 21 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental physical handicap.

A child, for purposes of this provision, includes an Employee's: 1.

27

3. In the Administrative Provisions section, the following provision is replaced as follows:

#### **Changes in Premium Rates**

We may change the premium rates from time to time with at least 31 days advance written notice to the Subscriber. If the rate increase is twenty percent or more there will be 45 days written notice which may be waived for groups covering one hundred or more persons, provided this is agreed to by Us and the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

- 1. the terms of this Policy change;
- 2. the terms of the Subscriber's participation change;
- 3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
- 4. there is a change in the factors bearing on the risk assumed;
- 5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
- 4. In the *General Provisions* section, the following provisions are replaced:

## **Policy Termination**

We may terminate coverage on or after the first anniversary of the policy effective date as of any premium due date. Subscriber may terminate coverage on any premium due date. Written notice by certified mail must be

#### **South Carolina residents:**

- 1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.
- 2. Under the *Claim Provisions*, the following changes are made.
  - a. The Claimant Cooperation Provision does not apply.
  - b. The provision titled *Physical Examination and Autopsy* is replaced with the following:

#### **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending. If an autopsy is performed, it will be in the State of South Carolina and during the period of contestability unless prohibited by law.

c. The provision titled *Legal Actions* is replaced with the following:

### **Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than six years after the time such written proof of loss must be furnished.

3. Under the *General Provisions*, the following changes are made. The *Multiple Certificates* provision does not apply.

### **South Dakota residents:**

Under the Common Exclusions section, the following changes are not permitted:

- 1. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
- 2. the Covered Person being Intoxicated. "Intoxicated" means having a blood alcohol level of .08 or higher;
- 3. the Covered Person operating a motorized vehicle while under the influence of alcohol or drugs as defined according to the laws of the jurisdiction in which the Accident occurred;
- 4. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- 5. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;
- 6. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;

7.

# West Virginia residents:

- 1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.
- 2. Under the *General Definitions* section, the definition of Hospital does not require that an institution be licensed as a Hospital pursuant to applicable law, but does require that an institution operate pursuant to applicable law.
- 3. Under the *General Definitions* section, the definition of Totally Disabled or Total Disability is replaced with the following:

**Totally Disabled or Total Disability** 

### YOUR RIGHTS AS SET FORTH BY ERISA

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

# **Receive Information About Your Plan and Benefits**

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual rep

#### WHAT YOU SHOULD DO AND EXPECT IF YOU HAVE A CLAIM

The Plan Administrator designates and names the Insurance Company the named fiduciary for deciding claims and appeals for benefits under the Plan. The Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company shall be final and binding on Participants and Beneficiaries to the full extent permitted by applicable law.

#### Claims for Disability Benefits (applies to all claims filed on or after April 1, 2018)

A disability "claim" is any claim which requires a determination of disability by the Insurance Company regardless of the type of policy under which it arises (for example, short/long term disability, waiver of premium, etc.). A disability claim is "filed" as of the date the Insurance Company first receives, in writing (including electronically) or by telephone (through the Insurance Company's intake department), notice that a claimant is seeking disability benefits under the Policy. The notice of claim received should provide the date of disability/loss, the claimant's name and address, and the group Policy holder's name and address. Properly filed claims will be decided with independence and impartiality.

The Insurance Company has 45 days from the date it receives a claim for disability benefits to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if necessary due to matters beyond its control. The review period may be extended for up to two additional 30 day periods. If this should happen, the Insurance Company must provide its extension notice in writing before expiration of the current decision period, explaining the circumstances requiring extension and the date a decision is expected. If the extension is made because additional information must be furnished, the claimant has 45 days within which to provide the requested information and the time for the Insurance Company's decision shall be tolled (stopped) from the date on which the notification of the extension was sent until the date the Insurance Company receives the claimant's response or upon the date the requested information is required to be furnished expires, whichever is sooner.

During the review period, the Insurance Company may require a medical examination of the claimant, at its own expense,

Appeal of Denied Disability Claims (applies to all claims filed on or after April 1, 2018)

If the claim is approved, the Insurance Company will pay the appropriate benefit. If the claim decision on appeal is adverse, in whole or in part, the Insurance Company will provide written or electronic notice that includes:

- 1. The specific reason(s) for the decision;
- 2. Specific reference to the Policy provision(s) on which the decision was based;
- 3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- 4. A statement describing any voluntary appeal procedures offered, and the claimant's right to obtain the information about those procedures;
- 5. A statement of claimant's right to bring a civil action under section 502(a) of ERISA, including a description of any applicable contractual limitations period that applies to the claimant's right to bring such an action, and the calendar date on which the contractual limitations period expires for the claim;
- 6. A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the Insurance Company of the health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Insurance Company in connection with the adverse decision, without regard to whether the advice was relied upon in making the adverse decision; and (iii) a disability decision regarding the claimant presented by the claimant to the Insurance Company made by the Social Security Administration;
- 7. Either the specific internal rules, guidelines, protocols, standards or other similar plan criteria the Insurance Company relied upon in making the decision, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar plan criteria do not exist;
- 8. If the adverse decision is based upon medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the Policy to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- 9. A notice provided in a culturally and linguistically appropriate manner, to the extent required by ERISA.

### Claims for Non-Disability Benefits (applies to all claims filed on or after April 1, 2018)

A non-disability "claim" is any claim which does not require a determination of disability by the Insurance Company regardless of the type of policy under which it arises (for example, a death claim, an accident claim, etc.). A non-disability claim is "filed" as of the date the Insurance Company first receives, in writing or by telephone (through the Insurance Company's intake department), notice that a claimant is seeking benefits under the Policy. The notice of claim should include the group Policy holder's name, the Policy and Certificate number and the claimant's name and address.

The Insurance Company has 90 days from the date the claim is filed to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if special circumstances exist. The review period may be extended for up to one additional 90 day period. If this should happen, the Insurance Company will provide the extension notice in writing, before expiration of the initial decision period, indicating the special circumstances and the date a decision is expected.

During the review period, the Insurance Company may require a medical examination of the claimant, at its own expense, or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify the claimant of the date and time of the examination and the physician's name and location. If additional information is required, the Insurance Company must notify the claimant, in writing, stating what information is needed and why it is needed.

If the claim is approved, the Insurance Company will pay the appropriate benefit. If the claim decision is adverse, in whole or in part, the Insurance Company will provide written or electronic notice which will include the following information:

1. The specific reason(s) for the claim decision-5(r)-3()]TJETBT1T

**Appeal of Denied Non-**

UNDERWRITTEN BY: LIFE INSURANCE COMPANY OF NORTH AMERICA a Cigna company

Class 2

03/2021

