



**ASSURANT**  
Employee  
Benefits

# Group Benefits

**Commerce Bancshares, Inc.**

**Life**

**CERTIFICATE OF  
GROUP INSURANCE**

**Union Security Insurance Company** certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Schedule. This Certificate is subject to the provisions of the below numbered *policy* issued by Union Security Insurance Company to the *policyholder*.

Policyholder: Commerce Bancshares, Inc.

Group Policy Number: 5467815

Participation Number: 0

Effective Date: January 1, 2014.

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.

A handwritten signature in black ink, reading "Joe Roberts". The signature is fluid and cursive, with a large initial "J" and a long horizontal stroke at the end.

President and  
Chief Executive Officer

# **NOTICE**

If you have any questions about your insurance, please contact:

Union Security Insurance Company  
Customer Relations  
P.O. Box 419596  
Kansas City, Missouri 64141-9958

You may also reach Union Security by telephone at 800.733.7879.

When contacting us, please have your policy number or participation number available.

## SCHEDULE

### Eligible Persons

To be eligible for insurance, a person must be a member of an Eligible Class. The person must also complete a period of continuous service (Service Requirement) with the *policyholder* (or any *associated company*).

**Eligible Class:** Each *full-time* employee of the *policyholder* or an *associated company*,

- who is at *active work*, and
  - who is working in the United States of America,
- as identified on the *policyholder's* or our records, except any temporary or seasonal worker.

**Associated Companies:** None

### Service Requirement:

On January 1, 2014: None

After January 1, 2014: None

### Entry Date

Insurance will take effect on the later of (i) the date shown below, and (ii) the day all the eligibility requirements are met.

### Effective Date of Insurance

January 1, 2014 (subject to Entry Date)

### Life Insurance for You

1. If you have not reached age 70, your amount of insurance will be 150% of your *annual pay*, subject to a maximum amount of insurance of \$500,000.\*

*Annual pay* means your basic yearly pay from the *policyholder* or an *associated company*, and is computed on a yearly basis. Overtime, and other compensation not considered by us as basic wages or salary are not included. However, bonuses and/or commissions received during the prior calendar year will be included.

If you are an hourly employee, *annual pay* will be based on your hourly rate of pay, but not on more than 40 hours per week.

2. If you have reached age 70 or more, your amount of insurance will be 50% of the amount shown in 1 above.\*

\* Your amount of insurance will be rounded to the next higher multiple of \$1,000, if not already an exact multiple. Any reduction will be subject to the other provisions of the *policy*.

### Amount of Accelerated Benefit

With the written consent of the *beneficiary(ies)*, you may choose an amount of *accelerated benefit* up to 80% of your *life insurance*. Without the written consent of the *beneficiary(ies)*, you may choose an amount of *accelerated benefit* up to 50% of your *life insurance*. The amount will be rounded to the next higher multiple of \$1,000, if not already an exact multiple, and may never be less than \$5,000 or more than \$250,000.

## SCHEDULE (continued)

**Change Date:** For changes in pay or age, the Change Date will be the policy anniversary occurring on or after the date of the change.

### Survivor Financial Counseling Service

You or your *beneficiary* may be eligible for a survivor financial counseling service through a third-party vendor if, at the time of the claim, we have a contract in effect with a financial counseling provider, and if:

- your *beneficiary* is eligible for a *life insurance* benefit of at least \$50,000; or
- you apply and qualify for an accelerated benefit of at least \$50,000.

## **NON-INSURANCE BENEFITS AND SERVICES**

You are eligible for benefits and services provided by third-party vendors as described below. A third-party vendor is an entity with whom we contract to provide non-insurance benefits and services.

### **Will Preparation Services**

As a *covered person*, you are entitled to will preparation services as an included benefit. The included benefit is provided through a third-party vendor and is not an insured benefit provided by us. The included benefit is available to you and your dependent(s) as defined by the third-party vendor. You must remain insured under this *policy* in order to qualify for the included benefit.

The included benefit may not be available if prohibited by law. The third-party vendor providing the service is solely responsible for providing and administering the included benefit. We are not liable for the third-party vendor's failure to provide or its negligence in providing the included benefit. The included benefit is only available while we have a contract in effect with a third-party vendor to provide the included benefit.

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## GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns "we", "us", "our", "you", and "your" are not *italicized*.

*Active work* means the expenditure of time and energy for the *policyholder* or an *associated company* at your usual place of business on a *full-time* basis.

*Associated company* means any company shown in the *policy* which is owned by or affiliated with the *policyholder*.

*Contributory* means you pay part of the premium.

*Covered person* means an eligible employee or member of the *policyholder*, or an *associated company* who has become insured for a coverage.

*Doctor* means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. Also, a person whom we are required to recognize as a *doctor* by the laws or regulations of the governing jurisdiction, or a person who is legally licensed to practice psychiatry, psychology or psychotherapy and whose primary work activities involve the care of patients, is a *doctor*. However, neither you nor a *family member* will be considered a *doctor*.

*Eligible class* means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

*Family member* means a person who is a parent, spouse, child, sibling, domestic partner, grandparent or grandchild of the *covered person*.

*Full-time* means working at least 35 hours per week, unless indicated otherwise in the *policy*.

*Home office* means our office in Kansas City, Missouri.

*Injury* means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane.

*No-fault motor vehicle coverage* means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

*Noncontributory* means the *policyholder* pays the premium.

*Policy* means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

*Policyholder* means the entity to whom the *policy* is issued.

*Proof of good health* means evidence acceptable to us of the good health of a person.

We, us, and our mean Union Security Insurance Company.

You and your mean an eligible employee or member of the *policyholder* or an *associated company* who has become insured for a coverage.



## DEFINITIONS FOR LIFE INSURANCE

*Accelerated benefit* means the group term life accelerated benefit under the *policy* issued by us to the *policyholder*. *Accelerated benefits* do not apply to any insurance under the *policy* other than group term life insurance.

*Beneficiary* means the person or entity you choose to receive your amount of insurance at your death.

*Conversion policy* means a policy of individual life insurance which may be issued to you by us when part or all of your group life insurance ends, as described in the "Conversion to an Individual Policy" provision.

*Life insurance* means the group term life insurance under the *policy* issued by us to the *policyholder*.

*Qualifying medical condition* means you have a medical condition which is diagnosed by a *doctor* as life-threatening and which results in an expected life span of 12 months or less according to prevailing medical standards.

## ELIGIBILITY AND TERMINATION PROVISIONS FOR YOU

### Exception to Effective Date

If you are not at *active work* on the day you would otherwise become insured, your insurance will not take effect until you return to *active work*. If the day your insurance would normally take effect is not a regular work day for you, your insurance will take effect on that day if you are able to do your regular job.

### When Your Insurance Ends

Your insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*;
- you stop *active work*; or
- a required contribution was not paid.

### Continuance of Insurance

If you are unable to perform *active work*, the *policyholder* may continue your insurance and your dependent insurance, if any, on a premium-paying basis provided you remain in other respects a member of the *eligible class*. The continuance cannot be more than the maximum continuance allowed as stated in the *policyholder's* guidelines. Continuance must be based on a uniform policy, and not individual selection.

For the "Continuance of Insurance" provision above, the "Misstatements" provision will not apply. We will rely on the above information reported by the *policyholder*. We will be held harmless and completely discharged in acting on this information.

## CONTINUITY OF COVERAGE

### Definitions

*Prior plan* means the *policyholder's* plan of group *life insurance*, if any, under which you were insured on the day before the Effective Date of the *policy*.

*Prior plan benefits* mean the benefits, if any, that would have been paid to you or your *beneficiary* under the *prior plan* had it remained in effect, and had you continued to be insured under the *prior plan*.

### Continuity of Coverage for You

We will provide continuity of coverage if you were covered under the *prior plan*.

If you are not at *active work* on the Effective Date of the *policy* due to a disability, you are not eligible to become insured under the *policy*. However, we will cover you for the *prior plan benefits* until the earlier of:

- the date you return to *active work*; or
- the end of any period of continuance or extension of the *prior plan*.

If you are not at *active work* on the Effective Date of the *policy* due to a reason other than a disability, and would otherwise be eligible to become insured under the *policy*, we will cover you for the *prior plan benefits* until the earliest of:

- the date you return to *active work*;
- the end of any period of continuance of the *prior plan*; or
- the date coverage would otherwise end, according to the provisions of the *policy*.

Any benefits payable under the conditions described above will be paid by us:

- as if the *prior plan* had remained in effect; and
- will be reduced by any benefits paid or payable by the *prior plan*.

If you are at *active work* on the Effective Date of the *policy*, you will be insured under the *policy*.

### Prior Plan Credit for Life Insurance

We will give you credit for time periods which were met under the *prior plan* for the same provision(s). This credit will apply to the time-insured requirement, if any, shown in the following section(s) of the Life Insurance for You provision in the *policy*:

- Insurance Provided. However, for any *contributory* insurance, this credit will not apply to any increase in your amount of insurance under the *policy*.
- Accelerated Benefit, but only if you had a similar Accelerated Benefit under the *prior plan*.
- Conversion to an Individual Policy.

If we accept a copy of the enrollment card you submitted under the *prior plan*, this credit will also apply to the Incontestability section shown in Additional Provisions for Life Insurance.

## LIFE INSURANCE FOR YOU

### Insurance Provided

We will pay your *beneficiary* the amount of insurance shown in the Schedule when we receive all the required proof of covered loss, including written proof of your death, acceptable to us, and a completed claim form. Your amount of insurance may be reduced by the amount of any *conversion policy*.

### Changes in Amounts of Insurance

If your amount of insurance changes for any reason, the change will take place on the Change Date shown in the Schedule in the *policy*. But in the case of an increase, if you are not at *active work* on that day, no increase will take effect until you return to *active work*.

### Conversion to an Individual Policy

If any or all of your group *life insurance* ends, you can apply for any individual policy offered by us (*conversion policy*). You must apply and pay the premium within 31 days. The individual policy may be any we offer for conversion. No *proof of good health* is required. The amount of insurance available to you depends on the reason your insurance ends.

If your insurance ends because you are no longer eligible or because of a change in age or other status, you may convert the full amount that ended. However, if your insurance ends as the result of a change in the *policy*, you may not convert the full amount that ended.

If the *policy* ends or is changed to reduce or end your *life insurance*, and if you have been insured for at least 5 years under the *policy*, you may convert up to the lesser of:

- \$10,000, and
- the amount of *life insurance* that ended minus the amount of any group life insurance for which you become eligible within 31 days.

If you die within 31 days after your *life insurance* ends, we will pay to your *beneficiary* the amount you could have converted, whether or not you applied or paid the premium.

You cannot apply for a *conversion policy* if your group *life insurance* ended because you did not pay your share of the premium.

### ACCELERATED BENEFIT

If, while you are a *covered person*, you have a *qualifying medical condition*, you have the right to receive a portion of your *life insurance* during your lifetime, payable as an *accelerated benefit*. You must have at least \$10,000 of *life insurance* in force to be eligible to receive an *accelerated benefit*.

RECEIPT OF AN ACCELERATED BENEFIT MAY AFFECT ELIGIBILITY FOR A STATE OR FEDERAL PROGRAM, SUCH AS MEDICAID, AND BENEFITS MAY BE TAXABLE. A TAX ADVISOR SHOULD BE CONSULTED.

We are not responsible for any effect on your state or federal taxes, or loss of eligibility for any state or federal program.

Unless otherwise indicated, all provisions of the *policy* shall apply to the *accelerated benefit*.

### Amount of Accelerated Benefit

You may receive an *accelerated benefit* of your *life insurance*, as shown in the Schedule.

## LIFE INSURANCE FOR YOU (continued)

If the amount of your *life insurance* is scheduled to reduce due to age within 12 months following the date you apply for the *accelerated benefit*, your *accelerated benefit* will be based on the reduced amount.

An *accelerated benefit* may be paid only once during your lifetime. Benefits will be paid in a single sum to you. If you are not living when benefits are payable, they will be paid to your *beneficiary*.

Once an *accelerated benefit* is paid to you, we will notify you of the remaining *life insurance* in force.

### Proof Required for the Accelerated Benefit

You must submit a claim form and any other information we find necessary to decide our liability.

We may ask you to be examined in connection with your claim for an *accelerated benefit*. We will pay for any exam we require.

### Effect of Accelerated Benefit

After an *accelerated benefit* is paid, premium is due only for the remaining *life insurance*. The *life insurance* payable at your death to your *beneficiary* equals:

- the amount of your *life insurance* as if an *accelerated benefit* payment has not been made, minus
- the *accelerated benefit* payment, minus
- the *interest charge*.

The *interest charge* equals the *accelerated benefit* amount times the number of days from the *accelerated benefit* payment to your date of death, times an annual interest rate divided by 365. The rate of interest is determined quarterly by us.

Your amount of dependent *life insurance*, *accidental death and dismemberment insurance*, *travel accident insurance*, dependent *accidental death and dismemberment insurance* and survivor income insurance, if any, is not affected by the payment of the *accelerated benefit*. The amount of any *conversion policy* will be based on your reduced amount of *life insurance* after the payment of the *accelerated benefit*.

### Exclusions

An *accelerated benefit* will not be paid if:

- you have assigned all or part of your *life insurance*, unless the assignee consents, in writing.
- you have named an irrevocable *beneficiary* for all or part of your *life insurance*, unless the *beneficiary* consents, in writing.
- all or a part of your *life insurance* is payable to a former spouse as part of a divorce decree or property settlement.
- you have previously received an *accelerated benefit* of your *life insurance*.
- your *life insurance* is less than \$10,000.

## ADDITIONAL PROVISIONS FOR LIFE INSURANCE

### Optional Payment Methods

You or your *beneficiary* may choose to have all or part of your insurance paid in installments. You can request this at any time. Your *beneficiary* may request this within 31 days after your death.

This option is not available if the *beneficiary* is an estate, corporation, partnership, association, or trustee.

### Beneficiary

You may change the *beneficiary* at any time. Any request to name or change the *beneficiary* must be in writing on a form acceptable to us and signed by you. After we receive the request at our *home office*, the change will take effect on the date you signed it. A *beneficiary* change will be without prejudice to us for any payment we made before we received notice in our *home office*.

You may also send a request to change the *beneficiary* to the main office of the *policyholder*. The change must be made in a manner acceptable to us.

Any application to convert all your group *life insurance* which names a *beneficiary* different from the last *beneficiary* you named under the *policy* will be considered a change of *beneficiary* to the person named in the application. The change will take effect on the date of the application.

If you named more than 1 *beneficiary*, your amount of insurance will be divided among them equally, unless you specified otherwise.

If a *beneficiary* dies before you do, the rights and interest of that *beneficiary* will end.

If no *beneficiary* is living or existing when you die, or if none was named, or if the *beneficiary* is disqualified by operation of law, your insurance will be paid to the first qualified surviving class of the following classes in this order:

- your lawful spouse;
- your living children, in equal shares;
- your living parents, in equal shares; or
- your estate.

### Assignment

If you assign your interest under the *policy* to another person, all your rights under the *policy* are permanently transferred. This includes the right to name and change the *beneficiary* and the right to convert to an individual policy. You may assign your insurance to only 1 of the following:

- your lawful spouse;
- your child, parent, brother, or sister; or
- the trustee of a trust you set up for the benefit of your lawful spouse, children, parents, brothers, or sisters.

We are not responsible for the validity of any assignment. An assignment will not affect us until we receive written notice at our *home office*.

## ADDITIONAL PROVISIONS FOR LIFE INSURANCE (continued)

### **Incontestability**

The validity of the *policy* cannot be contested after it has been in force for 2 years. The validity of your coverage under the *policy* cannot be contested after you have been insured under the *policy* for 2 years during your lifetime. However, if the premiums are not paid, the validity of the *policy* or your coverage can be contested at any time.

No statement you made regarding *proof of good health* can be used in a legal dispute unless it was in writing, it was signed by you, and a copy was given to you or your *beneficiary*.

### **Spendthrift**

As permitted by law, the benefits under the *policy* are not subject to commutation, encumbrance or alienation. They are not subject to the claim of, or legal process by, any creditor of you or your *beneficiary*.

## CLAIM PROVISIONS

### Payment of Benefits

We will pay benefits when we receive all the required proof of covered loss.

### To Whom Payable

We will pay your *life insurance* benefits according to the Beneficiary provision. For any other benefits we will follow the provisions applicable to such benefits, if any. Otherwise, all other benefits will be paid to you, if you are living. If not, we will pay your estate.

If no *beneficiary* is living at your death, we may pay part of your life insurance to any person we decide is entitled to it because of expenses incurred during your last illness or for your funeral.

Any amount we pay in good faith releases us from further liability for that amount.

### Authority

The *policyholder* delegates to us and agrees that we have the authority to determine eligibility for participation or benefits and to interpret the terms of the *policy*.

In addition, our authority includes, but is not limited to, the following:

- the right to resolve all matters when a review has been requested; and
- the right to establish and enforce rules and procedures for the processing of claims and administration of the *policy*.

However, this provision will not restrict any right you may have to pursue an internal appeal or file a lawsuit if your claim for benefits is denied.

### Review Procedure

You must request, in writing, a review of a denial of your claim within 60 days after you receive notice of denial.

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits.

We will review your claim after receiving your request and send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the *policy*. We will also advise you of your further appeal rights, if any.



## GENERAL PROVISIONS

### Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you or your *beneficiary*.

### Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

### Misstatements

If any information about you or the *policyholder's* plan is misstated or altered after the application is submitted, including information with respect to participation or who pays the premium and under what circumstances, the facts will determine whether insurance is in effect and in what amount. We will retroactively adjust the premium.

### Certificates

We will send certificates to the *policyholder* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

### Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

### Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

### Fraud

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the *policy* and recovery of any amounts we have paid.

## SUMMARY PLAN DESCRIPTION

This Summary Plan Description is issued to you in compliance with the Employee Retirement Income Security Act of 1974 (ERISA). Included within this document is your Certificate of Insurance, issued by Union Security Insurance Company in compliance with state law. Your Summary Plan Description does not replace or modify the Master Policy issued by Union Security Insurance Company in any way. The Master Policy is the contract which sets forth the terms and conditions of the benefits the Plan Sponsor chose to provide in its welfare benefit plan. The Master Policy may be amended at any time by agreement between the Plan Sponsor and Union Security Insurance Company. The Master Policy may be terminated at any time by the Plan Sponsor or may be terminated by Union Security Insurance Company for non-payment of premium or for failure to meet the Master Policy's minimum participation requirements. The Plan Administrator has the obligation to prepare, issue, amend and file the Summary Plan Description (SPD) and is solely responsible for its contents.

## GENERAL ADMINISTRATIVE PROVISIONS

### Name of the Plan:

Commerce Bancshares, Inc.

### Plan Sponsor:

Commerce Bancshares, Inc.  
Ste 910  
8000 Forsyth Blvd  
St Louis, MO 63105  
314.746.3751

### Employer I.D. Number:

43-0889454

### Type of Plan:

An employee welfare plan providing benefits for:

Life Insurance

### Plan Number:

PN504 unless another number is assigned by the employer, the Plan Administrator, or on any Form 5500 filed for the Plan.

### Effective Date:

The plan, as described in this SPD, became effective on January 1, 2014.

### Who Is Eligible:

**Eligible Class:** Each full-time employee of the policyholder or an associated company,  
• who is at active work, and  
• who is working in the United States of America,  
as identified on the policyholder's or our records, except any temporary or seasonal worker.

**Present Service Requirement:** None

**Future Service Requirement:** None

**Entry Date:** An eligible person will become insured on the day all eligibility requirements are met.

Full-time means working at least 35 hours per week.

The plan may also cover other persons not included above. Check with the plan administrator.

**Plan Administrator:**

Human Resources Department  
Commerce Bancshares, Inc.  
Ste 910  
8000 Forsyth Blvd  
St Louis, MO 63105  
314.746.3751

**Type of Administration:**

This plan is insured by a contract with Union Security Insurance Company, 2323 Grand Boulevard, Kansas City, Missouri 64108.

**Amendment or  
Termination of Plan:**

This plan may be amended or terminated at any time by the Plan Sponsor.

**Agent for Service of  
Legal Process:**

Human Resources Department  
Commerce Bancshares, Inc.  
Ste 910  
8000 Forsyth Blvd  
St Louis, MO 63105  
314.746.3751

**Plan Records:**

The fiscal records for the plan are kept on a policy year basis ending each December 31.

**Cost of Benefits:**

The premiums for the Life Insurance plan are paid for entirely by the Plan Sponsor.

**Your plan includes:**

Life Insurance

The benefits, limitations and exclusions are described in the Certificate which is found within this Description.

## STATEMENT OF ERISA RIGHTS

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

- (i) 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, if required, a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- (ii) Obtain, upon written request to the plan administrator, copies of all documents governing the plan including insurance contracts and collective bargaining agreements, and, if required, copies of the latest annual report (Form 5500 Series) and the updated summary plan description. The administrator may make a reasonable charge for the copies.
- (iii) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate our plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for welfare benefits is denied in whole or in part you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request certain materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court may decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **CLAIMS PROCEDURE**

The following procedures apply to the extent benefits under your employee benefit plan are insured under a contract issued by Union Security Insurance Company.

### **PRESENTING A CLAIM**

Contact your plan administrator, who will advise you of any forms which are required. These forms should be returned to the Plan Administrator after completion. This Administrator will review them, complete any information concerning eligibility and forward them to Union Security Insurance Company.

### **NOTIFICATION OF DECISION—LIFE**

A decision will be made within 90 days after receipt by Union Security Insurance Company of a properly executed, complete proof of loss. If the claim is denied in whole or in part, Union Security Insurance Company will provide written notice either directly to you or to the Plan Administrator for delivery to you. The written notice will contain:

1. The specific reason or reasons for the denial;
2. Specific reference to pertinent provisions of the policy upon which the decision is based;
3. A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary; and
4. An explanation of the plan's claim review procedure.

### **NOTIFICATION OF DECISION—LIFE DISABILITY BENEFIT**

A decision will be made within 45 days after receipt by Union Security Insurance Company of a properly executed, complete proof of loss unless circumstances beyond the control of the Plan require an extension of time for processing the claim. Such an extension of time may not exceed 30 additional days unless circumstances beyond the control of the Plan require a second extension, not to exceed an additional 30 days. If the claim is denied in whole or in part, Union Security Insurance Company will provide written notice either directly to you or to the Plan Administrator for delivery to you. The written notice will contain:

1. The specific reason or reasons for the denial;
2. Specific reference to pertinent provisions of the policy upon which the decision is based;
3. A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary; and
4. An explanation of the plan's claim review procedure.

### **AUTHORITY**

The Plan Sponsor delegates to Union Security Insurance Company and agrees that Union Security Insurance Company has the authority to determine eligibility for participation or benefits and to interpret the terms of the Policy.

In addition, the authority of Union Security Insurance Company includes, but is not limited to, the following:

- the right to resolve all matters when a review has been requested; and
- the right to establish and enforce rules and procedures for the processing of claims and administration of the Policy.

However, this provision will not restrict any right you may have to pursue an internal appeal or file a lawsuit if your claim for benefits is denied.

### **REVIEW PROCEDURE—LIFE**

You are entitled to a full and fair review of denial of claim. You may make a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure is as follows:

1. The request for review must be in writing and made within 60 days of receipt of written notice of denial;
2. You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits. You have the right to review copies of any internal rule, guideline, protocol or other similar criterion that was relied upon in making our decision to deny your claim. You have the right to submit issues and comments in writing, along with additional documents, records, and other information relating to your claim;
3. The Plan Administrator will forward the request to Union Security Insurance Company;
4. Union Security Insurance Company will make a decision upon review within 60 days after receipt of the request unless special circumstances require an extension of time for processing in which case the time limit shall not be later than 120 days after receipt. The decision or review will be in writing, include the specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based and be furnished either directly to you or to the Plan Administrator for delivery to you.

### **REVIEW PROCEDURE—LIFE DISABILITY BENEFIT**

You are entitled to a full and fair review of denial of claim. You may make a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure is as follows:

1. The request for review must be in writing and made within 180 days of receipt of written notice of denial;
2. You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits. You have the right to review copies of any internal rule, guideline, protocol or other similar criterion that was relied upon in making our decision to deny your claim. You have the right to submit issues and comments in writing, along with additional documents, records, and other information relating to your claim;
3. The Plan Administrator will forward the request to Union Security Insurance Company;

4. Union Security Insurance Company will make a decision upon review within 45 days after receipt of the request unless special circumstances require an extension of time for processing in which case the time limit shall not be later than 90 days after receipt. The decision or review will be in writing, include the specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based and be furnished either directly to you or to the Plan Administrator for delivery to you.







**ASSURANT**

Employee  
Benefits

2323 Grand Boulevard  
Kansas City, MO 64108

Policy 5467815  
Participant 0  
Booklet 4  
5/14/2014