

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. \_\_\_\_\_

LIFE INSURANCE COMPANY OF NORTH AMERICA,

Plaintiff,

v.

ESTATE OF JUAN MIRELES, JR.; LATOYA MESA,  
INDIVIDUALLY AND FOR THE MINOR CHILDREN,  
J.J.H., JA.M., AND JO.M.; NALIYAH MIRELES; ANNE  
GRANADOS; AND AMERICAN FUNERAL FINANCIAL,  
LLC,

Defendants.

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**COMPLAINT IN INTERPLEADER**

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Life Insurance Company of North America (“Plaintiff” or “LINA”) files this interpleader action under Fed. R. Civ. P. 22. LINA requests an interpleader order and permanent injunction, requiring defendants Estate of Juan Mireles, Jr. (the “Estate”), Latoya Mesa (“Latoya”), individually and for the minor children, J.J.H, Ja.M, and Jo.M (collectively, “Mesa Defendants”), Naliyah Mireles (“Naliyah”), Anne Granados (“Anne”) and American Funeral Financial, LLC (“American Funeral”) interplead their claims against each other before this Court.

1. LINA files this interpleader Complaint because of conflicting claims related to basic life insurance benefits of \$104,000 and accidental death and dismemberment

(“AD&D”) benefits of \$104,000,<sup>1</sup> which are payable because of the death of Juan Mireles, Jr (“Decedent”). LINA cannot pay this benefit without taking upon itself the responsibility of determining disputed questions of fact and law and exposing itself to the potential of double liability.

2. LINA respectfully requests this Court to:

- a. Allow LINA to deposit the disputed benefit with the Clerk of the Court;
- b. Discharge LINA from further liability for the benefit;
- c. Order the defendants to interplead their claims to the benefit;
- d. Permanently enjoin the defendants from bringing any claim or action against LINA relating to the Group Policy benefits;
- e. Discharge and dismiss LINA with prejudice from this case;
- f. Award LINA its costs and reasonable attorneys’ fees from the interpleaded benefit; and
- g. Appoint an independent Guardian ad litem for J.J.H., Ja.M., and Jo.M., minors, for the purposes of representing their interests in the Group Policy benefits due, receiving any funds on their behalf, and releasing LINA of liability under the Group Policy.

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<sup>1</sup> As set forth below, the AD&D policy has special education benefits and spouse retraining benefits that may be payable depending on the proper beneficiary identified by this Court.

3. LINA is an insurance company that is licensed by the Colorado Division of Insurance. It is formed under the laws of Iowa and has a principal place of business in Pennsylvania.

4. Decedent was a resident of Colorado at the time of his death.

5. Anne is Decedent's mother.

6. Mesa Defendants are citizens of Colorado. Latoya alleges that she is the common law spouse of Decedent. Latoya and Decedent are the biological parents of Ja.M. and Jo.M. Decedent was J.J.H.'s biological father.

7. Naliyah is a citizen of Colorado. She is Decedent's adult daughter.

8. American Funeral is a funeral financing company located in Rainbow City, Alabama.

### **JURISDICTION AND VENUE**

9. This action is brought pursuant to Rule 22 of the Federal Rules of Civil Procedure.

10. This Court has original jurisdiction over this action, pursuant to general federal question under 28 U.S.C. §1331 and pursuant to 29 U.S.C. § 1132(e)(1) because this action arises under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1001, et seq., a law of the United States.

11. Venue is proper pursuant to 29 U.S.C. §1132(e)(2) and 28 U.S.C. § 1397, because at least one of the defendants resides in this District.

### GENERAL ALLEGATIONS

12. Avago Technologies U.S., Inc., a Broadcom Limited Company (“Broadcom”), established and maintained a plan of life and accidental death insurance for the benefit of its employees (“the Plan”). At relevant times, Broadcom funded its Plan through the purchase of a group life insurance policy from LINA (Policy No. FLX-967552) (“the Life Policy”) and an accidental death policy (Policy No. OK 969060) (the AD&D Policy”).

13. True and correct copies of the Life Policy and the AD&D Policy are attached as **Exhibit 1**.

14. At the time of his death, the Decedent was a participant in the Plan and was covered under the Life Policy and the AD&D policy.

15. Decedent died on August 5, 2025. Decedent’s death certificate identifies Latoya as the surviving spouse. The death certificate identifies Decedent and Latoya as living at different residences. The death certificate is attached as **Exhibit 2**.

16. As a result of Decedent’s death, basic life and AD&D benefits in the total amount of \$208,000 became payable under the Life Policy and the AD&D Policy.

17. The Life Policy and the AD&D Policy provide that upon the participant’s death, benefits will be paid to the beneficiary the participant names.

18. At the time of his death, Decedent had not designated a beneficiary(ies).

19. The Life Policy and the AD&D Policy state that:

If there is no named beneficiary or a surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. spouse;
2. child or children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

20. On November 13, 2025, Anne completed a Preference Beneficiary Affidavit (“PBA”). The PBA identified Naliyah, Ja.M., Jo.M, and J.J.H. as Decedent’s children and Anne as Decedent’s mother. Anne did not name Latoya as Decedent’s surviving spouse. Anne’s PBA is attached as **Exhibit 3**.

21. Anne also submitted a Funeral Home Assignment to American Funeral in the amount of \$19,617.61 for services provided by Stoddard Funeral Home (“Funeral Home Assignment”). Anne identified herself as the Group Policy’s beneficiary on the Funeral Home Assignment. The Funeral Home Assignment is attached as **Exhibit 4**.

22. On November 18, 2025, LINA sent a letter to Anne advising her that it had denied her claim for life benefits because Decedent had surviving next of kin which preceded Anne as Decedent’s parent. The letter also advised that LINA had denied the Funeral Home Assignment because Anne was not authorized to assign any benefits under the Group Policy. LINA’s November 18, 2025, letter is attached as **Exhibit 5**.

**23.** On or about December 24, 2025, Latoya completed a PBA. Latoya identified herself as Decedent’s “widower” and identified the ceremony type as “common law” as of 2008. Latoya did not report that she had any children. Latoya’s PBA is attached as **Exhibit 6**.

24. In a phone conversation with Latoya on December 26, 2025, LINA confirmed that she and Decedent were not living at the same residence at the time of Decedent's death.

25. On December 29, 2025, LINA requested information from Latoya to support her claim for common-law marriage. In support of her claim, Latoya provided the death certificate listing her as the surviving spouse, a Release Authorization from Stoddard Funeral Home, and a letter from Decedent and Latoya's former employer, Motion Constrained, LLC, stating that they lived together from 2012 to 2020 and had children together. The Release Authorization from Stoddard Funeral Home and Motion Constrained, LLC letter provided by Latoya is attached as **Exhibit 7**.

26. On December 29, 2025, Broadcom advised LINA that Latoya was never listed as a spouse or a dependent on any Broadcom benefit election forms.

27. Also on December 29, 2025, Latoya acknowledged that she and the Decedent never filed joint tax returns. Latoya was unable to produce documents showing shared finances, insurance, property or residency.

28. In addition to the AD&D benefits discussed above, the AD&D Policy contains a Special Education Benefit provision which provides a maximum benefit of \$3,000 per year for up to 4 years should a dependent child choose to attend an accredited school of higher learning (college). The Special Education Benefit provision is only available to dependent children at the 12th grade level or above (up to age 26) at the time of Decedent's death. [Exhibit 1, at LINAJMPOL000095.] If no dependent child qualifies

for the Special Education Benefit, then a default payment of \$1000 is payable to Decedent's beneficiary.

29. The AD&D Policy also contains a Spouse Retraining Benefit provision which provides a maximum benefit of \$3000 per year for up to 3 years of Decedent's Passing to a qualifying surviving spouse who wishes to return to school. [Exhibit 1, at LINAJMPOL000095.]

30. Given the uncertainty as to who is the proper beneficiary, LINA cannot pay the benefit without danger of being compelled to pay the benefit to each of the parties.

31. LINA makes no claim to the benefit other than reimbursement of its reasonable attorneys' fees, costs, and disbursements in connection with this action. LINA is now, and at all times has been, ready and willing to pay the benefit owing under the Group Policy to the party legally entitled to it.

32. Because LINA does not dispute that the benefits became payable upon the death of Decedent, LINA is merely a stakeholder, with no interest in the controversy between the defendants, and stands ready to deposit the full amount of the benefit with the Clerk of the Court.

33. LINA has not commenced this Interpleader action at the request of any of the Defendants. There is no fraud or collusion between LINA and any of the Defendants.

34. LINA brings this Complaint of its own free will and to avoid being vexed and harassed by conflicting and multiple claims.

WHEREFORE, Plaintiff Life Insurance Company of North America requests the following relief:

- A. Allow LINA to deposit the disputed benefits with the Clerk of the Court;
- B. Discharge LINA from further liability for the benefits;
- C. Order the defendants to interplead their claims to the benefits;
- D. Permanently enjoin the defendants from bringing any claim or action against LINA relating to the benefits;
- E. Discharge and dismiss LINA with prejudice from this case;
- F. Award LINA its costs and reasonable attorneys' fees from the interpleaded benefits; and
- G. Appoint an independent Guardian ad litem for J.J.H., Ja.M., and Jo.M., minors, for the purposes of representing their interests in the Group Policy benefits due, receiving any funds on their behalf, and releasing LINA of liability under the Group Policy.

Respectfully submitted this 12th day of March 2026.

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

*s/ Kristina N. Holmstrom*

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*Attorneys for Plaintiff Life Insurance  
Company of North America*



# Exhibit 1

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association (“the Association”). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

● **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

● **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

● **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

● **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

● **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

● **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

**COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities

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- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

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**NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

California Life and Health Insurance  
Guarantee Association  
P.O Box 16860,  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927- 4357

**LINAJMPOL000002**

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### NOTICE

**Benefits paid under the Accelerated Benefits provision will reduce the Death Benefit payable for life insurance.**

**Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, an Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.**

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**LINAJMPOL000003**

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LIFE INSURANCE COMPANY OF NORTH AMERICA  
1601 CHESTNUT STREET  
PHILADELPHIA, PA 19192-2235  
(800) 732-1603 TDD (800) 552-5744  
A STOCK INSURANCE COMPANY

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GROUP POLICY

|                                 |                                                                                        |
|---------------------------------|----------------------------------------------------------------------------------------|
| <b>POLICYHOLDER:</b>            | TRUSTEE OF THE GROUP INSURANCE<br>TRUST FOR EMPLOYERS IN THE<br>MANUFACTURING INDUSTRY |
| <b>SUBSCRIBER:</b>              | Avago Technologies U.S. Inc., a Broadcom Limited<br>Company                            |
| <b>POLICY NUMBER:</b>           | FLX-967552                                                                             |
| <b>POLICY EFFECTIVE DATE:</b>   | January 1, 2017                                                                        |
| <b>POLICY ANNIVERSARY DATE:</b> | January 1                                                                              |

This Policy describes the terms and conditions of coverage. It is issued in Delaware and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.



Anna Krishtul, Corporate Secretary



Matthew G. Manders, President

TL-004700

LINAJMPOL000004

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## **SCHEDULE OF BENEFITS**

**Premium Due Date:** The last day of each month

### **Classes of Eligible Employees**

Class 1 All active, full-time and part-time Employees of the Employer who are regularly working a minimum of 20 hours per week.

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## **SCHEDULE OF BENEFITS FOR CLASS 1**

### **Eligibility Waiting Period**

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or  
before the Policy Effective Date: No Waiting Period

For Employees hired after  
the Policy Effective Date: No Waiting Period

## **LIFE INSURANCE BENEFITS**

### **Employee Benefits**

Basic Benefit 2 times Annual Compensation  
Guaranteed Issue Amount: the lesser of 2 times Annual Compensation or \$1,500,000  
Maximum Benefit: the lesser of 2 times Annual Compensation or \$1,500,000

The Benefit Amount, Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$1,000, if not already a multiple thereof.

Basic Terminal Illness Benefit The insured can elect up to 80% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$250,000.

Age Based Reductions Basic Life Insurance Benefit for an Employee age 65 and over will reduce to the percentage shown below:  
65% of the Life Insurance Benefit at age 65  
50% of the Life Insurance Benefit at age 70

Benefits reductions will be effective on the first of the month following the Employee's attainment of age as specified in schedule above.

Voluntary Benefit An amount elected in units of \$10,000  
Minimum Benefit: \$10,000  
Guaranteed Issue Amount: the greater of a) or b) below:  
a) the lesser of 3 times Annual Compensation or \$1,000,000, or  
b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan  
Maximum Benefit: the lesser of 5 times Annual Compensation or \$1,500,000

The Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$10,000, if not already a multiple thereof.

Voluntary Terminal Illness Benefit The insured can elect up to 80% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$250,000.



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**Age Based Reductions**

Voluntary Life Insurance Benefit for an Employee age 70 and over will reduce to the percentage shown below:  
50% of the Life Insurance Benefit at age 70

Benefits reductions will be effective on the first of the month following the Employee's attainment of age as specified in schedule above.

**Continuation Options****For Layoff**

Maximum Benefit Period: the end of the month in which the layoff begins

**For Leave of Absence**

Maximum Benefit Period: 30 days

**For Family Medical Leave**

Maximum Benefit Period: the later of the period of the approved FMLA leave or the leave period required by the laws of the state in which the Employee is employed

**For Disability for Employees over Age 60**

Maximum Benefit Period: 12 months

Applicable Coverages: Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

**Extended Death Benefit with Waiver of Premium****Extended Death Benefit**

Applicable Coverages Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

**Waiver of Premium**

Waiver Waiting Period 9 months from the date the Employee's Active Service ends

Maximum Benefit Period To Age 65

Applicable Coverages Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

**Portability Options****For Employees**

See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

**Spouse or Domestic Partner Benefits****Voluntary Benefit**

Guaranteed Issue Amount: Units of \$10,000  
the greater of a) or b) below:

a) \$100,000, or

b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Maximum Benefit: \$500,000

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**Age Based Reductions**

Voluntary Life Insurance Benefit for a Spouse age 70 and over will reduce to the percentage shown below:  
65% of the Life Insurance Benefit at age 65  
50% of the Life Insurance Benefit at age 70

Benefits reductions will be effective on the first of the month following the Spouse's attainment of age as specified in schedule above.

A Spouse's Life Insurance Benefits cannot exceed 100% of the Employee's Voluntary Life Insurance Benefits.

**Portability Options**

For Spouse or Domestic Partner

See the Former Spouse or Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

**Terminal Illness Benefit**

The insured can elect up to 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

**Dependent Child Benefits**

Voluntary Benefit

Units of \$1,000

Maximum Benefit:

\$25,000

All Dependent Child benefits are Guaranteed Issue.

**Portability Options**

For Dependent Children

See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

**Annual Enrollment Period**

*For Employees*

During an Annual Enrollment Period, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Maximum Benefit, by satisfying the Insurability Requirement. Insurance will be effective on the later of the Policy Anniversary following the Annual Enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

*For Spouses*

During an Annual Enrollment Period, an eligible Employee may elect coverage for his or her eligible Spouse. If a Spouse is currently insured under the Voluntary Life Insurance portion of this Policy, his or her Voluntary Life Insurance Benefit may be increased, as long as the total Benefit does not exceed the Maximum Benefit, by satisfying the Insurability Requirement. If a Spouse is eligible for the Voluntary Life Insurance portion of this Policy but has not previously enrolled, he or she may become insured under the Policy, as long as the total Benefit does not exceed the Maximum Benefit, by satisfying the Insurability Requirement. Insurance will be effective on the later of the Policy Anniversary following the Annual Enrollment Period or the date the Insurance Company agrees in writing to insure the Spouse.

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Insurance Benefits for an Employee, his or her Spouse and Dependent Children may be reduced at any time. A request for a Benefit reduction received during an Annual Enrollment Period will become effective on the Policy Anniversary following the Annual Enrollment Period. Any other Benefit reduction will be effective on the date the Insurance Company receives the completed change form.

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#### Life Status Change

##### *For Employees*

Within 31 days after a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Maximum Benefit by satisfying the Insurability Requirement. Insurance will be effective on the later of the first of the month following the Life Status Change or the date the Insurance Company agrees in writing to insure the Employee.

Insurance Benefits for an Employee may be reduced at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

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#### **Former Employee Benefits**

|                     |                                                                                                                                                                                                                           |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amount of Insurance | An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance. |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.

|                        |           |
|------------------------|-----------|
| Maximum Benefit Period | To Age 70 |
|------------------------|-----------|

|                          |                                                                                                                                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Terminal Illness Benefit | The insured can elect up to 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$250,000. |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### **Spouse or Domestic Partner of Former Employee Benefits**

|                     |                                                                                                                                |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Amount of Insurance | An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse or Domestic Partner. |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------|

Any amount elected in excess of the Life Insurance Benefits in effect on the date the Employee's employment with the Employer ends will be effective on the date the Insurance Company agrees in writing to insure him or her.

|                        |           |
|------------------------|-----------|
| Maximum Benefit Period | To Age 70 |
|------------------------|-----------|

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|                          |                                                                                                                                                          |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Terminal Illness Benefit | The insured can elect up to 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill. |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|

**Former Spouse or Domestic Partner Benefits**

|                     |                                                                                                                                |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Amount of Insurance | An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse or Domestic Partner. |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------|

Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse or Domestic Partner will be effective on the date the Insurance Company agrees in writing to insure him or her.

|                        |           |
|------------------------|-----------|
| Maximum Benefit Period | To Age 70 |
|------------------------|-----------|

|                          |                                                                                                                                                          |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Terminal Illness Benefit | The insured can elect up to 80% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill. |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|

**Former Dependent Child Benefits**

|                          |                   |
|--------------------------|-------------------|
| Amount of Insurance      | Units of \$25,000 |
| Guaranteed Issue Amount: | \$25,000          |
| Maximum Benefit:         | \$50,000          |

|                        |           |
|------------------------|-----------|
| Maximum Benefit Period | To Age 70 |
|------------------------|-----------|

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## **ELIGIBILITY FOR INSURANCE**

A person may be insured only once under the Basic Life portion of this Policy even though he or she may be eligible under more than one class. A person may also be insured only once under the Voluntary Life portion of the Policy as an Employee, Spouse or Dependent Child, even though he or she may be eligible under more than one class.

An Employee who is the Spouse of another Employee may not be insured for Voluntary Life Insurance as both an Employee and as a Spouse at the same time.

Any Employee, who is eligible for Voluntary Life Insurance, will not be eligible to be insured as a Dependent Child of another Employee.

If an Employee is eligible and has enrolled as the Spouse of another Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as a Spouse, that Employee may, within 31 days, enroll for coverage as an Employee, in an amount equal to the lesser of (1) the amount of Spouse Voluntary Life Insurance terminating, or (2) the maximum amount of Employee Voluntary Life Insurance for which the Employee is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option. This provision shall be in lieu of the Policy's provisions, if any, regarding coverage changes following Life Status Changes.

If a Spouse is eligible and has enrolled for Voluntary Life Insurance as an Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as an Employee, the Spouse may, within 31 days, instead become enrolled as a Spouse of another Employee, in an amount equal to the lesser of (1) the amount of Employee Voluntary Life Insurance terminating, or (2) the Maximum Benefit Amount of Spouse Voluntary Life Insurance for which the Spouse is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option.

A Dependent Child of two or more Employees may only be insured once under the Policy. If an Employee who has elected to insure Dependent Children ceases to be eligible to do so, then the Employee's Spouse may, within 31 days, elect to insure Dependent Children, provided he or she is insured as an Employee. In all cases, "Dependent Child" shall be defined with respect to the Employee who has enrolled dependent children.

In all cases, amounts of insurance referred to in these provisions shall be determined before the application of any reductions in benefits due to age.

Any amount of Voluntary Life Insurance Coverage which cannot be continued under the above provisions may be subject to the Conversion Privilege.

### **Employee**

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date or the day after he or she completes the applicable Eligibility Waiting Period, if later.

If a person has previously converted his or her insurance under the Policy, he or she will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Employee's Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of coverage available to the Employee.

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Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed by the Employer, and within one year becomes a member of an eligible class.

### **Spouse**

If an Insured is eligible to elect Spouse coverage, the Spouse is eligible to be insured on the date the Employee is eligible or the date he or she becomes a Spouse of an Employee, if later. The eligible Employee must be insured for Voluntary Life Insurance in order to elect spouse coverage.

For the purpose of eligibility, the Spouse must be the lawful Spouse of the Employee and not legally separated or divorced from, or widowed by the Employee.

### **Dependent Child**

If an Insured is eligible to elect Dependent Child coverage, the Dependent Child is eligible to be insured on the date the Insured is eligible or on the date the child qualifies as a Dependent Child, if later.

In no event will a Dependent Child be eligible to become insured more than once under the Policy.

TL-004710-1

## **ENROLLING FOR INSURANCE**

### **Initial Enrollment**

#### *For Employees*

During the Initial Enrollment Period, an Employee who was insured or who was eligible to be insured under the Prior Plan may become insured under the Voluntary Term Life Insurance Plan provided by this Policy for a Benefit up to this Policy's Guaranteed Issue Amount, as shown in the Schedule of Benefits, without satisfying any Insurability Requirement. See *Effective Date of Insurance* provision.

If an Employee is not actively at work due to Injury or Sickness, coverage will not become effective for an Employee on the date his or her coverage would otherwise become effective under this Policy. Coverage will become effective on the date the Employee returns to Active Service.

An Employee may become insured for an amount in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amount will be effective on the date the Insurance Company agrees in writing to insure the Employee.

#### *For Spouses*

During the Initial Enrollment Period, an eligible Employee may elect coverage for his or her eligible Spouse. If a Spouse was insured or eligible to be insured under the Prior Plan, he or she may become insured under the Voluntary Term Life Insurance Plan provided by this Policy for a Benefit up to this Policy's Guaranteed Issue Amount, as shown in the Schedule of Benefits, without satisfying any Insurability Requirement. See *Effective Date of Insurance* provision.

If an Employee is not actively at work due to Injury or Sickness, the amount of coverage elected during the Initial Enrollment for his or her Spouse will not become effective on the date the Spouse's coverage would otherwise become effective under this Policy. Such coverage will become effective on the date the Employee returns to Active Service.

A Spouse may become insured for an amount in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amount will be effective on the date the Insurance Company agrees in writing to insure the Spouse.

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If an Employee's eligible Spouse is (a) an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or (b) confined to his or her home under the care of a Physician on the date insurance would otherwise be effective, it will be effective on the date the dependent is no longer an inpatient in these facilities or confined at home. If such dependent was covered by a Prior Plan on the date immediately prior to first becoming eligible under this Policy, this provision will not apply to the amount of coverage in effect on such date, but will apply to any increase in coverage.

TL-008055-1

### **EFFECTIVE DATE OF INSURANCE**

An Employee, his or her eligible Spouse or Dependent Child will be insured for an amount not to exceed the Guaranteed Issue Amount on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this insurance.

An Employee or his or her eligible Spouse will be insured for an amount that exceeds the Guaranteed Issue Amount on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

An Employee who is required to contribute to the cost of this insurance may elect insurance for himself or herself and an eligible Spouse or Dependent Child only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date and amount of insurance elected.

If an individual elects coverage within 31 days after becoming eligible to enroll, or for any increases, the Guaranteed Issue Amount will be effective on the latest of the following dates:

1. The Policy Effective Date.
2. The date payroll deduction is authorized for this insurance.
3. The date the Employer or Insurance Company receives the completed enrollment form.

If Employee or Spouse coverage is elected in an amount that exceeds the Guaranteed Issue Amount or an enrollment form is received more than 31 days after becoming eligible to elect coverage, this insurance will be effective on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date the child qualifies as a Dependent Child.

If an eligible Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

If an eligible Spouse or Dependent Child is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
  2. confined to his or her home under the care of a Physician
- on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse or Dependent Child was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage. This does not apply to a Dependent Child who is age 6 months or less.

TL-004712



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### **Takeover Provision**

#### *Special Terms Applicable to Previously Insured Employees Not in Active Service and Their Dependents*

Coverage will not go into effect for an Employee, or his or her Spouse and Dependent Children unless the Employee is in Active Service on the date the Employee would have first become eligible to be insured under the Policy.

However:

1. if such Employee, and his or her Spouse or Dependent Children were insured under a Prior Plan on the date immediately prior to the date the Employee would have first become eligible to be insured under this Policy had the Employee satisfied the Active Service requirement, and
2. if such Employee, Spouse or Dependent Child dies,  
the Insurance Company agrees to provide a Death Benefit only equal to the lesser of:
  - a. the amount due under this Policy (had the Employee satisfied the Active Service requirement), or
  - b. the amount that would have been due under the Prior Plan had it remained in force.

The benefit amount will be reduced by any amount paid by the Prior Plan, or that would have been paid had this Policy not been issued and had timely filing of the claim been made under the Prior Plan.

These special terms will end on the earliest of the following dates:

1. the date the Employee meets the Active Service requirements;
2. the date insurance terminates for one of the reasons stated in the Termination of Insurance provision;
3. 12 months after the date the Employee first becomes eligible under this Policy; or
4. the last day the Employee, Spouse or Dependent Children would have been covered under the Prior Plan if coverage of the Employee, Spouse or Dependent Children under that plan was still in force.

TL-009020-1

### **TERMINATION OF INSURANCE**

An Insured's coverage will end on the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated by the Insurance Company;
3. the date the Insured is no longer in an eligible class;
4. the date coinciding with the end of the last period for which premiums are paid;
5. the date an Employee is no longer in Active Service;
6. for an Employee, Spouse and Dependent Child, the date the Employer cancels participation under the Policy; and
7. the date coverage for the Employee ends, for any insured Spouse and Dependent Child.

TL-004714-1

### **CONTINUATION OF INSURANCE**

If an Employee is no longer in Active Service, he or she may be eligible to continue insurance. The following provisions explain the continuation options available under the Policy. Please see the Schedule of Benefits to determine the applicability of these benefits on a class level.

#### **Continuation for Layoff, Temporary Leave of Absence or Family Medical Leave**

If an Employee's Active Service ends due to a layoff, Employer approved unpaid leave of absence, or family medical leave of absence, insurance will continue for up to the Maximum Benefit Period shown in the Schedule of Benefits, if the required premium is paid.



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**Continuation for Disability for Employees over Age 60**

If an Employee becomes Disabled and is age 60 or over, the Life Insurance Benefits shown in the Schedule of Benefits will be continued, provided premiums are paid, until the earlier of the following dates:

1. The date the Employee is no longer Disabled.
2. The date following the Maximum Benefit Period shown in the Schedule of Benefits.
3. The date coinciding with the end of the last period for which premiums are paid.
4. The date the Policy is terminated by the Insurance Company.

*Amount of Insurance*

If an Employee dies while he or she is Disabled and coverage is continued under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while coverage is continued under this provision. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.

"Disability"/"Disabled" means because of Injury or Sickness the Employee is unable to perform all the material duties of his or her Regular Occupation; or is receiving disability benefits under the Employer's plan.

"Regular Occupation" means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

**Extended Death Benefit with Waiver of Premium**

***Extended Death Benefit***

If an Employee becomes Disabled and is less than age 60, the Life Insurance Benefits shown in the Schedule of Benefits will be extended without premium payment until the earlier of the following dates:

1. The date the Employee is no longer Disabled; or
2. 12 months after the end of Active Service.

*Amount of Insurance*

If an Employee dies while he or she is Disabled and coverage is extended under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.

"Disability"/"Disabled" means because of Injury or Sickness the Employee is unable to perform the material duties of his or her Regular Occupation; or is receiving disability benefits under the Employer's plan.

"Regular Occupation" means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

***Waiver of Premium***

If such an Employee submits satisfactory proof that he or she has been continuously Disabled for the Waiver Waiting Period shown in the Schedule of Benefits, coverage will be extended up to the Maximum Benefit Period shown in the Schedule of Benefits.

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Such proof must be submitted to the Insurance Company no later than 3 months after the date the Waiver Waiting Period ends. Premiums will be waived from the date the Insurance Company agrees in writing to waive premiums for that Employee.

After premiums have been waived for 12 months, they will be waived for future periods of 12 months, if the Employee remains Disabled and submits satisfactory proof that Disability continues. Satisfactory proof must be submitted to the Insurance Company 3 months before the end of the 12-month period.

*Amount of Insurance*

If an Employee dies while he or she is Disabled and coverage is continued under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.

*Termination of Waiver*

Insurance will end for any Employee whose premiums are waived on the earliest of the following dates.

1. The date he or she is no longer Disabled;
2. The date he or she refuses to submit to any physical examination required by the Insurance Company;
3. The date he or she refuses to participate in a Rehabilitation Plan for which the Insurance Company determines him or her to be eligible;
4. The last day of the 12-month period of Disability during which he or she fails to submit satisfactory proof of continued Disability;
5. The date following the end of the Maximum Benefit Period shown in the Schedule of Benefits.

"Disability/Disabled" means because of Injury or Sickness an Employee is unable to perform the material duties of his or her Regular Occupation, or is receiving disability benefits under the Employer's plan, during the initial 9 months of Disability. Thereafter, the Employee must be unable to perform all of the material duties of any occupation which he or she may reasonably become qualified based on education, training or experience, or is subject to the terms of a Rehabilitation Plan approved by the Insurance Company.

"Regular Occupation" means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

***Rehabilitation During a Period of Disability***

If the Insurance Company determines that a Disabled Employee is a suitable candidate for rehabilitation, the Insurance Company may require the Employee to participate in an assessment and Rehabilitation Plan, not to exceed 18 months, at our expense. The Insurance Company has the sole discretion to approve the Employee's participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan. If an Employee fails to fully cooperate in all required phases of the Rehabilitation Plan and assessment without Good Cause, insurance under the Policy will end.

"Good Cause" means a medical reason preventing participation, in whole or in part, in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Insurance Company.

"Rehabilitation Plan" means a written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

1. Rehabilitation, under which the Insurance Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other appropriate services;
2. Work, which may include modified work and work on a Part-time basis.

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“Part-time” means regularly working less than the number of full time hours set by the Employer as a regular work day for Employees in an Eligible Class of Employees in the Policy.

TL-009745 as modified by TL-009745-1

### **Portability Options**

#### *For Employees*

If an Employee’s coverage under the Policy ends prior to age 70, for any of the following reasons:

- a. termination of employment; or
- b. termination of membership in an eligible class under the Policy;

Life Insurance Benefits may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Employee must apply to the Insurance Company and pay the required premium. If the Employee continues coverage, Spouse or Dependent Child coverage may also be continued by the Employee. The Spouse or Dependent Child must be covered under the Policy on the date coverage would otherwise end. The application must be submitted:

- a. within 62 days of the Employee’s termination of employment or membership in an eligible class under the Policy; or
- b. during the time that the Employee has to exercise the Conversion Privilege.

Coverage under this option may not be elected at a later date.

When applying for this option, the Employee must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Insured’s estate.

When coverage is continued under this option, the Employee becomes a Former Employee. The Spouse becomes a Spouse of a Former Employee. The Dependent Child becomes a Dependent Child of a Former Employee.

If the Former Employee later acquires a Spouse or Dependent Child, he or she may elect coverage for them. The Former Employee must apply to the Insurance Company and pay the required premium. Coverage for the Spouse or Dependent Child will be effective on the date the Insurance Company agrees in writing to insure them. The Insurance Company may require that the Spouse or Dependent Child satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage will end on the earliest of the following dates.

- a. The date the Insurance Company cancels coverage for all Former Employees.
- b. The end of the period for which premiums are paid.
- c. The date an Insured reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for any Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

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*For Spouses*

If prior to age 70, a Spouse is:

- a. legally separated, divorced; or
- b. widowed

from an insured Employee or Former Employee, Life Insurance Benefits may be continued. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option. The Spouse must apply to the Insurance Company and pay the required premium.

A Spouse who continues coverage may also continue coverage for a Dependent Child. The Dependent Child must be covered under the Policy on the date coverage would otherwise end. A Spouse must elect to continue insurance under this option within 62 days after coverage ends. Coverage may not be elected at a later date.

When applying for this option, a Spouse must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Spouse's estate.

When coverage is continued under this option, the Spouse becomes a Former Spouse. A separate certificate of insurance will be issued to the Former Spouse. Coverage will be effective on the date after coverage as a Spouse ends if the required premium is paid.

Coverage will end on the earliest of the following dates.

- a. The date the Insurance Company cancels coverage for all Former Spouses.
- b. The end of the period for which premiums are paid.
- c. The date the Former Spouse reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for a Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

*For Dependent Children*

If a Dependent Child is insured under the Policy and is at least 19 years of age, Life Insurance Benefits may be continued under this option. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Dependent Child must apply to the Insurance Company and pay the required premium. If a Dependent Child does not elect to continue insurance within 62 days after reaching age 19; or the date he or she no longer qualifies as a Dependent Child, if later, coverage under this option may not be elected at a later date.

When applying for this option, a Dependent Child must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Dependent Child's estate.

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When a Dependent Child continues coverage under this option, he or she becomes a Former Dependent Child. A separate certificate of insurance will be issued to the Former Dependent Child. Coverage for a Former Dependent Child will be effective on the following dates.

- a. For any Guaranteed Issue Amount, immediately following the date his or her coverage as a Dependent Child ends, provided the Insurance Company receives the required premium.
- b. For any amount of insurance that exceeds the Guaranteed Issue Amount, the date the Insurance Company agrees in writing to insure him or her. The Insurance Company will require the Former Dependent Child to satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage will end on the earliest of the following dates.

- a. The date the Insurance Company cancels coverage for all Former Dependent Children.
- b. The end of the period for which premiums are paid.
- c. The date the Former Dependent Child is age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

TL-004716 as modified by TL-009330

## **DESCRIPTION OF BENEFITS**

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

## **LIFE INSURANCE BENEFITS**

### **Death Benefit**

If an Insured dies, the Insurance Company will pay the Life Insurance Benefit in force for that Insured on the date of his or her death.

TL-004730

### **Accelerated Benefits**

Any benefits payable under this and under any similar Accelerated Benefits provision accelerated under a Prior Plan will reduce the Death Benefit payable for Life Insurance. We will deduct from any Death Benefit payable under this Policy, the amount of any similar accelerated benefit paid under a Prior Plan.

Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision, unless the Insured is determined by the Insurance Company not to be eligible for Accelerated Benefits.

### **Terminal Illness Benefit**

The Insurance Company will pay a Terminal Illness Benefit to an Insured who has incurred a Terminal Illness while insured under this provision.

The Terminal Illness Benefit is shown on the Schedule of Benefits.

A claim for a similar terminal illness benefit under a Prior Plan or group policy intended to replace this Policy shall be deemed payable until such time as it is finally determined not to be payable.

### ***Determination of Terminal Illness***

For the purpose of determining the existence of a Terminal Illness, the Insurance Company will require the Insured submit the following proof:

1. A written diagnosis and prognosis by a licensed Physician; and
2. Supportive evidence satisfactory to the Insurance Company, including but not limited to, radiological, histological or laboratory reports documenting the Terminal Illness.

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The Insurance Company may require, at its expense, an examination of the Insured and a review of the documented evidence by a Physician of its choice.

Such proofs must be submitted to the Insurance Company within the period of time provided in the *Proof of Loss* section of the Policy. For purposes of this Benefit, the date of loss shall be the date of first prognosis of Terminal Illness.

"Terminal Illness" means that, due to an Injury or Sickness, the Insured has a prognosis of 12 months or less to live without reasonable prospect of recovery, as determined by the Insurance Company.

***Payment of Terminal Illness Benefit***

The Terminal Illness Benefit will be payable in accordance with the provisions of the *To Whom Payable* section of the Policy.

The Terminal Illness Benefit is payable only once under the Policy in an Insured's lifetime.

***Conditions Applicable to Coverage***

Unless the Insured qualifies for waiver of premium, premium payments must continue to be paid on the full amount of group life insurance, including during any Continuation of Insurance under the Policy, in accordance with the *Premium* section in the *Administrative Provisions*.

The amount of Life Insurance which may be converted under the *Conversion Privilege* cannot exceed the amount of the reduced death benefit payable under the Policy.

Before a Terminal Illness Benefit is paid in a Community Property state, the Insurance Company may require the written consent of the Insured's Spouse.

***Exclusions Applicable to Terminal Illness Benefit***

A Terminal Illness Benefit will not be payable:

1. when the Insured has irrevocably assigned group life insurance under this Policy;
2. when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a qualified domestic relations order;
3. for any intentionally self-inflicted Injury or Sickness, or suicide attempt;
4. if the Insured's coverage ends under the *Termination of Insurance* provision prior to the prognosis of Terminal Illness;
5. if the required premium is due and unpaid;
6. if this Policy terminates prior to the prognosis of Terminal Illness;
7. if the Employee or Insured is only provided coverage under the Takeover provision of the Policy (Employees Not in Active Service on the Policy Effective Date); or
8. if the date of first prognosis of Terminal Illness occurs more than 12 months before the submission of the Terminal Illness claim.

TL-004748a

***Conversion Privilege for Life Insurance***

Each Insured may convert all or any portion of his or her Life Insurance that would end under the Policy due to:

1. termination of employment;
2. termination of membership in an eligible class under the Policy;
3. termination of the Policy.



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The Insured may apply for any type of life insurance the Insurance Company offers to persons of the same age in the amount applied for, except the Insured may not:

1. choose term insurance;
  2. apply for an amount of insurance greater than the coverage amount terminating under the Policy (also, the conversion policy will not provide accident, disability or other benefits); or
  3. apply for more than \$10,000 of insurance if the Policy is terminated or amended to terminate the insurance for any class of Insureds, or the Employer cancels participation under the Policy.
- Conversion in these cases is only permitted if the Insured has been covered by the Policy or, any group life insurance policy issued to the Employer which the Policy replaced, for at least 3 years.

If the Insured becomes eligible for coverage under any group life policy within 62 days of termination of coverage under this Policy, the Insured may not convert an amount of insurance greater than the amount of coverage terminating under the Policy less the amount for which he or she may be covered under the other policy.

To apply for conversion insurance, the Insured must, within 62 days after coverage under the Policy ends:

1. submit an application to the Insurance Company; and
2. pay the required premium.

Evidence of insurability is not required.

Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

If the Insured has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends provided the application is received by the Insurance Company and the required premium has been paid.

If the Insured dies during the 31-day conversion period, the Life Insurance benefits will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any further benefits for that type and amount of insurance from this Policy.

#### *Extension of Conversion Period*

If an Insured is eligible for conversion insurance and is not notified of this right at least 31 days prior to the end of the 62-day conversion period, the conversion period will be extended. The Insured will have 31 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 105 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 31 days after his or her coverage under the Policy terminates, Life Insurance benefits:

1. will not be paid under the Policy; and
2. will be payable under the conversion insurance; provided:
  - a. the Insured's application for conversion insurance has been received by the Insurance Company; and
  - b. the required premium has been paid.

#### *Prior Conversion Limitation*

If an Insured is covered under a life insurance conversion policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended.

TL-009740

## **LIFE INSURANCE EXCLUSIONS**

If an Insured commits suicide, while sane or insane, within 2 years from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than two years. If a person was not insured for two years under the Prior Plan, credit will be given for the time he or she was insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

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## **CLAIM PROVISIONS**

### **Notice of Claim**

Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

Written notice or any other electronic/telephonic means authorized by the Insurance Company of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice or any other electronic/telephonic means authorized by the Insurance Company was given as soon as reasonably possible.

### **Claim Forms**

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Insurance Data**

The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.



**Proof of Loss**

Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or any other electronic/telephonic means authorized by the Insurance Company, of loss for Accelerated Benefits must be furnished 90 days after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

**Time of Payment**

Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid immediately upon receipt of due written proof of such loss.

Subject to the receipt of satisfactory written proof of loss, all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

**Manner of Payment of Claims**

The Subscriber authorizes that any benefit payment due as a lump sum of \$5,000 or more shall be credited to a draft account with the Insurance Company, in the name of the beneficiary. The beneficiary may withdraw the entire proceeds at any time by issuing one or more drafts, or may withdraw lesser amounts, subject to a minimum account balance set by the Insurance Company from time to time. Interest shall be credited to such account at rates as determined from time to time by the Insurance Company.

**To Whom Payable**

Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

All benefits payable under the Accelerated Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

All other benefits, unless otherwise stated in the Policy, will be payable to the Insured or the certificate owner if other than the Insured.

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Any other accrued benefits which are unpaid at the Insured's death may, at the Insurance Company's option, be paid either to the Insured's beneficiary or to the executor or administrator of the Insured's estate.

If the Insurance Company pays benefits to the executor or administrator of the Insured's estate or to a person who is incapable of giving a valid release, the Insurance Company may pay up to \$1,000 to a relative by blood or marriage whom it believes is equitably entitled. This good faith payment satisfies the Insurance Company's legal duty to the extent of that payment.

#### **Change of Beneficiary**

The Insured may change the beneficiary at any time by giving written notice to the Employer or the Insurance Company. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received by the Employer or the Insurance Company. When this form is received, it will take effect as of the date of the form. If the Insured dies before the form is received, the Insurance Company will not be liable for any payment that was made before receipt of the form.

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

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

#### **Legal Actions**

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

#### **Time Limitations**

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

#### **Physician/Patient Relationship**

The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

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### **ADMINISTRATIVE PROVISIONS**

#### **Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If the Insured's coverage amount is reduced due to acceleration of his or her Death Benefit, his or her premium will be based on the amount of coverage he or she has in force on the day before the reduction took place. If the Insured's coverage amount is reduced due to his or her attained age, premium will be based on the amount of coverage in force on the day after the reduction took place.

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### **Changes in Premium Rates**

The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 36 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

### **Reporting Requirements**

The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

### **Payment of Premium**

The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

### **Notice of Cancellation**

The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

### **Policy Grace Period**

A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

### **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 for the Insured**

If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

If benefits are paid during the Grace Period for the Insured, the Insurance Company will deduct any overdue premium from the proceeds payable under the Policy.

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**Reinstatement of Insurance**

Coverage may be reinstated without satisfying the Insurability Requirement, if an Employee's insurance ends because he or she is on an unpaid leave of absence and he or she applies for Reinstatement within 31 days of his return to Active Service.

After an Insured's coverage has ceased, it may be reinstated at any date prior to five years after the date of termination if the following conditions are met:

1. The Policy is still in force.
2. The Insured is eligible under the Policy.
3. A written request for reinstatement and a new enrollment form are sent to the Insurance Company.
4. The required premium is paid.
5. The Insurability Requirement, if any, is satisfied.

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## SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

### FOR EMPLOYEE BENEFITS

**Basic Life Insurance** \$ .061 Per \$1,000

### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000

|              |         |                 |         |
|--------------|---------|-----------------|---------|
| Under Age 20 | \$ .042 | Age 60 - 64     | \$ .512 |
| Age 20 - 24  | \$ .042 | Age 65 - 69     | \$ .969 |
| Age 25 - 29  | \$ .042 | Age 70 - 74     | \$1.591 |
| Age 30 - 34  | \$ .06  | Age 75 - 79     | \$2.06  |
| Age 35 - 39  | \$ .067 | Age 80 - 84     | \$2.06  |
| Age 40 - 44  | \$ .078 | Age 85 - 89     | \$2.06  |
| Age 45 - 49  | \$ .115 | Age 90 - 94     | \$2.06  |
| Age 50 - 54  | \$ .184 | Age 95 and over | \$2.06  |
| Age 55 - 59  | \$ .33  |                 |         |

A change in rates due to a change in the Employee's age will become effective on the first of the month following the Employee's birthday.

### FOR SPOUSE OR DOMESTIC PARTNER BENEFITS

### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000.

|              |         |                 |         |
|--------------|---------|-----------------|---------|
| Under Age 20 | \$ .042 | Age 60 - 64     | \$ .512 |
| Age 20 - 24  | \$ .042 | Age 65 - 69     | \$ .969 |
| Age 25 - 29  | \$ .042 | Age 70 - 74     | \$1.591 |
| Age 30 - 34  | \$ .06  | Age 75 - 79     | \$2.06  |
| Age 35 - 39  | \$ .067 | Age 80 - 84     | \$2.06  |
| Age 40 - 44  | \$ .078 | Age 85 - 89     | \$2.06  |
| Age 45 - 49  | \$ .115 | Age 90 - 94     | \$2.06  |
| Age 50 - 54  | \$ .184 | Age 95 and over | \$2.06  |
| Age 55 - 59  | \$ .33  |                 |         |

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the first of the month following the Spouse's birthday.

### FOR DEPENDENT CHILD BENEFITS

**Voluntary Life Insurance** \$ .129 Per \$1,000

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**FOR FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

|              |        |             |         |
|--------------|--------|-------------|---------|
| Under Age 20 | \$.153 | Age 45 - 49 | \$.384  |
| Age 20 - 24  | \$.144 | Age 50 - 54 | \$.726  |
| Age 25 - 29  | \$.153 | Age 55 - 59 | \$1.347 |
| Age 30 - 34  | \$.177 | Age 60 - 64 | \$2.461 |
| Age 35 - 39  | \$.19  | Age 65 - 69 | \$4.065 |
| Age 40 - 44  | \$.243 |             |         |

A change in rates due to a change in the Former Employee's age will become effective on the Policy Anniversary coinciding with or following the Former Employee's birthday.

**FOR FORMER SPOUSE OR DOMESTIC PARTNERS OR SPOUSE OR DOMESTIC PARTNERS OF FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

|              |        |             |         |
|--------------|--------|-------------|---------|
| Under Age 20 | \$.153 | Age 45 - 49 | \$.384  |
| Age 20 - 24  | \$.144 | Age 50 - 54 | \$.726  |
| Age 25 - 29  | \$.153 | Age 55 - 59 | \$1.347 |
| Age 30 - 34  | \$.177 | Age 60 - 64 | \$2.461 |
| Age 35 - 39  | \$.19  | Age 65 - 69 | \$4.065 |
| Age 40 - 44  | \$.243 |             |         |

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the Policy Anniversary coinciding with or following the Spouse's birthday.

**FOR FORMER DEPENDENT CHILD BENEFITS**

Rates are based on \$25,000 per Month.

|              |         |             |          |
|--------------|---------|-------------|----------|
| Under Age 20 | \$2.377 | Age 45 - 49 | \$9.777  |
| Age 20 - 24  | \$2.777 | Age 50 - 54 | \$16.377 |
| Age 25 - 29  | \$2.977 | Age 55 - 59 | \$23.477 |
| Age 30 - 34  | \$3.600 | Age 60 - 64 | \$38.250 |
| Age 35 - 39  | \$4.177 | Age 65 - 69 | \$54.077 |
| Age 40 - 44  | \$6.200 |             |          |

Rates are based on \$50,000 per Month

|              |          |             |           |
|--------------|----------|-------------|-----------|
| Under Age 20 | \$4.750  | Age 45 - 49 | \$19.550  |
| Age 20 - 24  | \$5.550  | Age 50 - 54 | \$32.750  |
| Age 25 - 29  | \$5.950  | Age 55 - 59 | \$46.950  |
| Age 30 - 34  | \$7.200  | Age 60 - 64 | \$76.500  |
| Age 35 - 39  | \$8.350  | Age 65 - 69 | \$108.150 |
| Age 40 - 44  | \$12.400 |             |           |

A change in rates due to a change in the Former Dependent Child's age will become effective on the Policy Anniversary Date coinciding with or following the Former Dependent Child's birthday.

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## **GENERAL PROVISIONS**

### **Entire Contract**

The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

### **Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for coverage.

### **Misstatement of Age**

If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

### **Policy Changes**

No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

### **Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

### **Certificates**

A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

### **Assignment of Benefits**

The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

### **Clerical Error**

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

### **Agency**

The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

### **Ownership of Records**

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

### **Accident**

An Accident is a sudden, unforeseeable external event that causes bodily Injury to an Insured while coverage is in force under the Policy.

### **Active Service**

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence, other than disability or sick leave after 7 days.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

### **Annual Compensation**

An Employee's annual wage or salary as reported by the Employer for work performed for the Employer as of the date the covered loss occurs. It includes earnings received as commissions, but not bonuses, overtime pay or other extra compensation. Annual Compensation is determined initially on the date an Employee applies for coverage. A change in the amount of Annual Compensation is effective on the first of the month following the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.

Commissions will be averaged for the 12 months just prior to the date the covered loss occurs, or the months employed, if less than 12 months.

### **Dependent Child**

An unmarried child who meets the following requirements.

1. A child from live birth but less than 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 incapacity.

The term "child" means:

- a. the Employee's natural child;
- b. the Employee's legally 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;
- c. a stepchild born to the Employee's Spouse and who is living with and financially dependent upon the Employee;
- d. a child for whom the Employee is the court-appointed legal guardian and who resides with, and is financially dependent upon the Employee.

### **Employee**

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.



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**Employer**

The Employer who has subscribed to the Policyholder and for the benefit of whose Employees this policy has been issued. The Employer, named as the Subscriber on the front of this Policy, includes any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

**Full-time**

Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

**Initial Enrollment Period**

The period in the calendar year when an eligible Employee who was hired on or before the Policy Effective Date may enroll for the first time for Insurance Benefits under this Policy. This period must be agreed upon by the Employer and the Insurance Company. Refer to Initial Open Enrollment under the Enrolling for Insurance section of the Policy.

**Injury**

Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

**Insurability Requirement**

An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

**Insurance Company**

The Insurance Company underwriting the Policy is named on the Policy cover page.

**Insured**

A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

**Life Status Change**

A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying an Employee to make changes in benefit selections at a time other than an Annual Enrollment Period.

If there is no Employer sponsored Flexible Benefits Plan, or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of a spouse
5. Termination of a spouse's employment
6. A change in the benefit plan available to the Employee's spouse
7. A change in the Employee's or his or her spouse's employment status that affects either person's eligibility for benefits

**Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

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**Policy Anniversary**

A Policy Anniversary is the date stated on the policy cover and the same date that follows every 12 months for as long the Policy is in effect.

**Policy Effective Date**

The Policy Effective Date is the date stated on the policy cover.

**Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date. A Prior Plan will include the plan of an employer in effect on the day prior to that employer's addition to this policy.

To be covered under the Policy, required premium must be paid for all covered Employees.

**Sickness**

Any physical or mental illness.

**Spouse**

The current lawful Spouse of an Employee.

TL-004708-1

**AMENDATORY RIDER  
DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE**

Policy No. FLX-967552  
Effective Date: January 1, 2017

Eligible Classes to which this Rider applies: All Classes

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires.

Domestic Partner/Civil Union Partner means any of the following:

1. A person with whom the Employee or Former Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or Former Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person who was legally married to the Employee or Former Employee under the laws of a state permitting marriage of partners of the same sex, where the Employee or Former Employee and Domestic Partner/Civil Union Partner currently reside in a state that does not recognize a valid marriage. This shall not apply if:
  - a. the marriage has been terminated by legal process, or;
  - b. either the Employee or Former Employee or the Domestic Partner/Civil Union Partner has entered into a valid marriage, civil union or domestic partnership under state law.
3. A person meeting all of the following requirements, with respect to an Employee or Former Employee:
  - a. Shares a permanent residence with the Employee or Former Employee;
  - b. Has resided with the Employee or Former Employee for at least 6 months and is expected to continue to reside with the Employee or Former Employee indefinitely;
  - c. Has not been legally married to any other person within the previous six months, and has no Domestic Partner other than the Employee or Former Employee during the previous six months, and is the Employee's or Former Employee's sole Domestic Partner;
  - d. Has signed a Domestic Partner declaration with the Employee or Former Employee, if the Employee or Former Employee resides in a jurisdiction which provides for Domestic Partner declarations;
  - e. Has not signed a Domestic Partner declaration with any other person within the last 6 months;
  - f. Is interdependent with the Employee or Former Employee in three or more of the following ways:
    1. Both partners are registered under any municipal ordinance as domestic partners.
    2. Both partners are jointly parties to a lease, mortgage or deed.
    3. Both partners jointly own one or more motor vehicles.
    4. Both partners jointly own one or more bank or credit accounts.
    5. The Employee or Former Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
    6. The Employee or Former Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
    7. The Employee or Former Employee has designated the Domestic Partner as beneficiary of the Employee's or Former Employee's will.
    8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.

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- g. Is not so closely related by blood to the Employee or Former Employee as to prohibit legal marriage in their state of residence;
- h. Is no less than 18 years of age.

The Employee or Former Employee and Domestic Partner must furnish the Employer and Insurance Company with a signed declaration that the above requirements are met, at the time of enrollment.

All references in the policy to "Spouse" shall be changed to read "Spouse, Domestic Partner, and Civil Union Partner except as follows:

1. The definition of "Spouse" remains unchanged.
2. For purposes of any provision of the policy providing for payment of benefits to relatives of the Employee or Former Employee, a Domestic Partner/Civil Union Partner shall be included only if:
  - a. the Domestic Partner/Civil Union Partner meets the requirements of the definition of Domestic Partner/Civil Union Partner referenced in item 1 or 2, or;
  - b. the Employee or Former Employee and Domestic Partner have furnished the Employer or the Insurance Company with a signed statement affirming that the requirements referenced in item 3 within the definition of Domestic Partner are met.
3. A Domestic Partner/Civil Union Partner shall be deemed eligible to be enrolled for insurance on the latest of:
  - a. the date of registration under Item 1 of the definition of Domestic Partner/Civil Union Partner;
  - b. the date that the Employee or Former Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Amendment to the Policy.
4. A child of a Domestic Partner/Civil Union Partner may only be eligible to be insured if:
  - a. the child is primarily dependent on the Employee for financial support;
  - b. the Employee has a legal obligation of support of the child; or
  - c. the Employee is the child's legal guardian.

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee or Former Employee is changed by the following:

In the case of any person of the same sex as the Employee or Former Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee's or Former Employee's state of residence allows same-sex couples to marry.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Matthew G. Manders, President

TL-007153

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Insurance Company)**

**AMENDATORY RIDER**

**CLAIM PROCEDURES APPLICABLE TO PLANS SUBJECT TO THE  
EMPLOYEE RETIREMENT INCOME SECURITY ACT ("ERISA")**

The provisions below amend the Policy to which they are attached. They apply to all claims for benefits under the Policy. They supplement other provisions of the Policy relating to claims for benefits.

This Policy has been issued in conjunction with an employee welfare benefit plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). This Policy is a Plan document within the meaning of ERISA. As respects the Insurance Company, it is the sole contract under which benefits are payable by the Insurance Company. Except for this, it shall not be deemed to affect or supersede other Plan documents.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for deciding claims for benefits under the Plan, and for deciding any appeals of denied claims.

**Review of Claims for Benefits**

The Insurance Company has 45 days from the date it receives a claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, 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. If this should happen, the Insurance Company must provide notice in writing that its review period has been extended for:

- (i) up to two more 30 day periods (in the case of a claim for disability benefits); or
- (ii) 90 days more (in the case of any other benefit).

If this extension is made because additional information must be furnished, these extension periods will begin when the additional information is received. The requested information must be furnished within 45 days.

During the review period, the Insurance Company may require:

- (i) a medical examination of the Insured, at its own expense; or
- (ii) additional information regarding the claim.

If a medical examination is required, the Insurance Company will notify the Insured 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 is denied, in whole or in part, the Insurance Company will provide written notice within the review period. The Insurance Company's written notice will include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for the claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit: identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement regarding the right to appeal the decision, and an explanation of the appeal procedure, including a statement of the right to bring a civil action under Section 502(a) of ERISA if the appeal is denied.

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### **Appeal Procedure for Denied Claims**

Whenever a claim is denied, there is the right to appeal the decision. A written request for appeal must be made to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date the denial was received. If a request is not made within that time, the right to appeal will have been waived.

Once a request has been received by the Insurance Company, a prompt and complete review of the claim will take place. This review will give no deference to the original claim decision. It will not be made by the person who made the initial claim decision, or a subordinate of that person. During the review, the claimant (or the claimant's duly authorized representative) has the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. Issues and comments that might affect the outcome of the review may also be submitted.

The Insurance Company has 60 days (45 days, in the case of any disability benefit) from the date it receives a request to review the claim and provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim. If this should happen, the Insurance Company must provide notice, in writing, that its review period has been extended for an additional 60 days (45 days in the case of any disability benefit). Once its review is complete, the Insurance Company must state, in writing, the results of the review and indicate the Plan provisions upon which it based its decision.



Matthew G. Manders, President

TL-009000

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**LIFE INSURANCE COMPANY OF NORTH AMERICA  
1601 CHESTNUT STREET  
PHILADELPHIA, PA 19192-2235**

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**STATE MODIFYING PROVISIONS AMENDMENT RIDER**

Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company  
Policy No. FLX-967552  
Amendment Effective Date: January 1, 2017

This amendment is attached to and made part of the Policy/Certificate specified above. Its provisions are intended to conform this Policy/Certificate to the laws of the state in which the insured resides.

The Policy delivered under the Group Policy are amended as follows:

**APPLICABLE TO CALIFORNIA RESIDENTS:**

**1. Conversion Privilege for Life Insurance**

Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

- a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
- b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
- c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
- d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

**APPLICABLE TO FLORIDA RESIDENTS:**

The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

**APPLICABLE TO MARYLAND RESIDENTS:**

The Group Insurance Policy was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

**APPLICABLE TO MINNESOTA RESIDENTS:**

The following "Continuation of Life Insurance" provision is applicable to Minnesota residents if the Employer has a minimum of 25 Employees who reside in Minnesota, the Minnesota Employees represent at least 25% of all covered Employees under the Policy, and the Policy does not offer Portability.

**Continuation Of Life Insurance** – This provision shall not apply to the extent that the Policy provides for the right of Employees to continue insurance on a direct billed basis following termination of employment (Portability).

This provision shall apply with respect to Employees whose coverage under the Policy is terminated due to: (i) voluntary or involuntary termination or layoff from employment, for any reason other than gross misconduct; or (ii) reduction in hours such that the Employee is not eligible for insurance under the Policy. This provision shall only apply to Employees who, on such date, are Minnesota residents.

This provision shall also apply with respect to Employees whose coverage under the Policy's Takeover Provision ends, for any reason other than the Employee meeting the Policy's Active Service requirement.

For those *Employees subject to* this provision, life insurance coverage may be continued under the Policy for 18 months or until the date that the Employee becomes covered under another group policy, whichever is shorter. Coverage provided under this provision will also end if the Policy is terminated.

The premium required for continued coverage shall be the premium under the Policy applicable to the Employee's class and amount of coverage. The Employer may charge an additional amount, not to exceed 2% of such premium, for collecting premium contributions from former Employees. The Employer shall notify the Employee of the right to continue and the required premium contribution. The Employee may elect to continue within 60 days of termination by paying the required premium, and may continue coverage in force by paying the required premium, without demand, on a monthly basis, as of the first of each month, to the Employer. Coverage will end at the end of any month in which the Employee has failed to pay premium to the Employer.

If continued coverage remains in force at the end of the 18 month period, or on termination of the Policy, the Employee may choose any conversion right then available under the Policy.

In the event the Employee dies during the 60 day right to elect period without having become insured under another group policy, or dies while continued coverage is in force, the death benefit will be paid to the beneficiary chosen by the Employee under the terms of the Policy.

Continued coverage will include eligible dependents who were covered on the Employee's date of termination, provided the dependent remains eligible as a dependent of the Employee. In the event that the dependent ceases to be eligible, the dependent may choose any conversion right then available under the Policy.

**APPLICABLE TO MISSOURI RESIDENTS:**

Applicable to Voluntary Life Insurance Benefits

If an Insured commits suicide, while sane or insane, within 1 year from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than one year. If a person was not insured for one year under the Prior Plan, credit will be given for the time he or she was insured.



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If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

**APPLICABLE TO NORTH DAKOTA RESIDENTS:**

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

**APPLICABLE TO OREGON RESIDENTS:**

NOTICE: MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR OREGON RESIDENTS

**APPLICABLE TO VERMONT RESIDENTS:**

To the extent the Policy provides insurance coverage to a spouse, the identical consideration must be applied to same sex marriages and Civil Union Partners.

1. Civil Union Partner means:
  - a. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until: (1) the civil union is dissolved under applicable law; or (2) either the Employee or the Civil Union Partner marries another person.
2. Spouse means:
  - a. "Lawful spouse" and includes a lawful spouse of the same sex.
  - b. This also includes a partner to a civil union recognized under Vermont Law.

**APPLICABLE TO WASHINGTON RESIDENTS:**

1. The following *Continuation of Insurance* provision is added to the Policy:

**Continuation of Life Coverage During Labor Disputes**

If an Employee's Active Service ends because of a Labor Dispute and his or her premium for Life Insurance Benefits under the Policy is paid either by the Employer, in whole or in part, or by the Employee through payroll deductions, then the Employee may continue his or her Life Insurance Benefits. The Employer will send written notice of the right to continue coverage to each insured Employee at his or her most recent address as on file with the Employer.

To continue coverage, the Employee must pay premiums directly to the Employer, who will remit the premiums to the Insurance Company. Premiums must be paid by the date they are due, subject to the 31 day grace period. Policy coverages and premiums will stay the same during a Labor Dispute; however, the Insurance Company may make normal changes in premium rates when the Policy is renewed, under the terms set forth in the Policy.

Coverage continued in this manner will end on the earliest of the following dates.

- a. The date the Labor Dispute has ended.
- b. The date coverage has been continued for 6 months.

If the Labor Dispute continues beyond 6 months, the Employee may apply for an individual insurance policy, as set forth in detail under "Conversion Privilege for Life Insurance."

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"Labor Dispute," as used here, means a strike, lockout, or other labor dispute between the Employer and its Employees, during which time the Employee is not paid by the Employer.

2. If the Policy provides coverage to dependents, benefits for a Spouse or Dependent Child are limited to 100% of the insured Employee's coverage amount . Stand-alone Spouse and Dependent Child coverage (when Employee is not insured) is not permitted.
3. The *Suicide* Exclusion, if any, does not apply.
4. To the extent the policy includes *Accelerated Benefits*, the following resolution of disputes requirements are added to the Policy.

- For Terminal Illness – *Determination of Terminal Illness*

In the event the Physician representing the Insurance Company disputes the existence of a Terminal Illness, and the dispute cannot be resolved, the Insured has the right to mediation and binding arbitration in accordance with Washington Administrative Code 284-23-730.

5. The *Incontestability Provision* is replaced as follows:

**Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested.

6. If the term "*Accident*" is defined in the Policy, it is replaced by the following:

**Accident**

An Accident is a sudden, unforeseeable event that causes bodily Injury to an Insured while coverage is in force under the Policy.

7. If the Policy provides coverage/benefits to a Spouse, a *Domestic Partner* will be afforded the same coverage/benefits provided to a Spouse.

**Domestic Partner** means a person with whom the Employee has a registered domestic partnership under Washington state law which imposes legal obligations on the parties substantially similar to marriage.

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8. **NOTICE:** MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR WASHINGTON RESIDENTS

Please refer to your Certificate of Insurance which describes the benefit provisions and limitations applicable to you as a resident of this state.

Signed for the  
**Life Insurance Company of North America**

A handwritten signature in black ink that reads "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

TL-00-3000.00

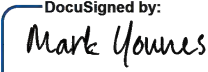
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**LIFE INSURANCE COMPANY OF NORTH AMERICA  
PHILADELPHIA, PA 19192-2235**

We, Avago Technologies U.S. Inc., a Broadcom Limited Company, whose main office address is San Jose, CA, hereby approve and accept the terms of Group Policy Number FLX-967552 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE MANUFACTURING INDUSTRY.

This application is to be signed.

Avago Technologies U.S. Inc., a Broadcom Limited Company

DocuSigned by:  
  
Signature: 2A8B3586D05D4DD...

Date: 12/9/2016 | 13:33:06 PM EST

Title: Sr. Manager - Global Benefits

TL-008890

**LINAJMPOL000043**

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company  
(herein called the Subscriber)

Policy No.: FLX - 967552

**PLEASE READ**

**IMPORTANT:** The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

**LINAJMPOL000044**

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company  
(herein called the Subscriber)

Policy No.: FLX - 967552

This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective November 6, 2017, the following is added under the Schedule of Benefits for Class 1:

**Enrollment Period for November 6, 2017 through November 17, 2017**

*For Employees*

During this Enrollment Period, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit up to the Guaranteed Issue Amount without satisfying the Insurability Requirement. An Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy up to the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Insurance will be effective on January 1 following this Enrollment Period.

An eligible Employee may increase coverage or become insured for a Benefit in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the date the Insurance Company agrees in writing to insure the Employee.

*For Spouses*

During this Enrollment Period, a Spouse currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit up to the Guaranteed Issue Amount, and a Spouse who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy up to the Guaranteed Issue Amount without satisfying the Insurability Requirement. Insurance will be effective on January 1 following this Enrollment Period.

An eligible Spouse may increase coverage or become insured for a Benefit in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the date the Insurance Company agrees in writing to insure the Spouse.

Insurance Benefits for an Employee or his or her Spouse may be reduced at any time. A request for a Benefit reduction received during this Enrollment Period will become effective on January 1 following this Enrollment Period. Any other Benefit reduction will be effective on the date the Insurance Company receives the completed change form.

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY

A handwritten signature in black ink that reads "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

Date: December 1, 2017

Amendment No. 01

TL-004780

**LINAJMPOL000046**

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company  
(herein called the Subscriber)

Policy No.: FLX - 967552

**PLEASE READ**

**IMPORTANT:** The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

**LINAJMPOL000047**



**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company  
(herein called the Subscriber)

Policy No.: FLX - 967552

This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective January 1, 2019, the Voluntary Benefit under the Employee Benefits section in the Schedule of Benefits for Class 1 is deleted in its entirety and is replaced by the following:

|                          |                                                                                                                                                                                                                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Voluntary Benefit        | An amount elected in units of \$10,000                                                                                                                                                                                                                                              |
| Minimum Benefit:         | \$10,000                                                                                                                                                                                                                                                                            |
| Guaranteed Issue Amount: | the greater of a) or b) below:<br>a) the lesser of 3 times Annual Compensation or \$1,000,000, or<br>b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan                                                                           |
| Maximum Benefit:         | the greater of a) or b) below:<br>a) the lesser of 5 times Annual Compensation or \$1,500,000, or<br>b) an amount equal to the Life Insurance Benefit in effect on the termination date of the CA Technologies Prior Plan to a maximum of \$3,500,000 when combined with Basic Life |

The Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$10,000, if not already a multiple thereof.

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



William J. Smith, President

Date: March 30, 2019 (Revised Date: April 3, 2019)

Amendment No. 02

TL-004780

**LINAJMPOL000048**

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company  
(herein called the Subscriber)

Policy No.: FLX - 967552

**PLEASE READ**

**IMPORTANT:** The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

**LINAJMPOL000049**

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company  
(herein called the Subscriber)

Policy No.: FLX - 967552

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

1. This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

Effective January 1, 2020, the Life Status Change under the *Schedule of Benefits for Class 1* is deleted in its entirety and is replaced by the following:

**Life Status Change**

*For Employees*

Within 31 days after a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Maximum Benefit by satisfying the Insurability Requirement. Insurance will be effective on the later of the first of the month following the Life Status Change or the date the Insurance Company agrees in writing to insure the Employee.

Insurance Benefits for an Employee may be reduced at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

*For Spouses*

Within 31 days after an Employee's Life Status Change, a Spouse currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit, and a Spouse who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy, as long as the total Benefit does not exceed the Maximum Benefit by satisfying the Insurability Requirement. Insurance will be effective on the later of the first of the month following the Life Status Change or the date the Insurance Company agrees in writing to insure the Spouse.

Insurance Benefits for a Spouse may be reduced at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

TL-008030-1

2. Effective January 1, 2020, the rates shown on the attached Schedule of Rates will remain in force for coverage under the Policy.

No change in rates will be made until 12 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

**LINAJMPOL000050**

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY

A handwritten signature in dark ink, appearing to read "William J. Smith". The signature is fluid and cursive, with the first name "William" and last name "Smith" clearly distinguishable.

William J. Smith, President

Date: August 14, 2019 (Revised Date: January 8, 2020)

Amendment No. 03

TL-004780

**LINAJMPOL000051**

## SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

### FOR EMPLOYEE BENEFITS

**Basic Life Insurance** \$ .061 Per \$1,000

#### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000

|              |        |                 |         |
|--------------|--------|-----------------|---------|
| Under Age 20 | \$.042 | Age 60 - 64     | \$.512  |
| Age 20 - 24  | \$.042 | Age 65 - 69     | \$.969  |
| Age 25 - 29  | \$.042 | Age 70 - 74     | \$1.591 |
| Age 30 - 34  | \$.06  | Age 75 - 79     | \$2.06  |
| Age 35 - 39  | \$.067 | Age 80 - 84     | \$2.06  |
| Age 40 - 44  | \$.078 | Age 85 - 89     | \$2.06  |
| Age 45 - 49  | \$.115 | Age 90 - 94     | \$2.06  |
| Age 50 - 54  | \$.184 | Age 95 and over | \$2.06  |
| Age 55 - 59  | \$.33  |                 |         |

A change in rates due to a change in the Employee's age will become effective on the first of the month following the Employee's birthday.

### FOR SPOUSE OR DOMESTIC PARTNER BENEFITS

#### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000.

|              |        |                 |         |
|--------------|--------|-----------------|---------|
| Under Age 20 | \$.042 | Age 60 - 64     | \$.512  |
| Age 20 - 24  | \$.042 | Age 65 - 69     | \$.969  |
| Age 25 - 29  | \$.042 | Age 70 - 74     | \$1.591 |
| Age 30 - 34  | \$.06  | Age 75 - 79     | \$2.06  |
| Age 35 - 39  | \$.067 | Age 80 - 84     | \$2.06  |
| Age 40 - 44  | \$.078 | Age 85 - 89     | \$2.06  |
| Age 45 - 49  | \$.115 | Age 90 - 94     | \$2.06  |
| Age 50 - 54  | \$.184 | Age 95 and over | \$2.06  |
| Age 55 - 59  | \$.33  |                 |         |

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the first of the month following the Spouse's birthday.

### FOR DEPENDENT CHILD BENEFITS

**Voluntary Life Insurance** \$ .129 Per \$1,000

**FOR FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

|              |        |             |         |
|--------------|--------|-------------|---------|
| Under Age 20 | \$.153 | Age 45 - 49 | \$.384  |
| Age 20 - 24  | \$.144 | Age 50 - 54 | \$.726  |
| Age 25 - 29  | \$.153 | Age 55 - 59 | \$1.347 |
| Age 30 - 34  | \$.177 | Age 60 - 64 | \$2.461 |
| Age 35 - 39  | \$.19  | Age 65 - 69 | \$4.065 |
| Age 40 - 44  | \$.243 |             |         |

A change in rates due to a change in the Former Employee's age will become effective on the Policy Anniversary coinciding with or following the Former Employee's birthday.

**FOR FORMER SPOUSE OR DOMESTIC PARTNERS OR SPOUSE OR DOMESTIC PARTNERS OF FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

|              |        |             |         |
|--------------|--------|-------------|---------|
| Under Age 20 | \$.153 | Age 45 - 49 | \$.384  |
| Age 20 - 24  | \$.144 | Age 50 - 54 | \$.726  |
| Age 25 - 29  | \$.153 | Age 55 - 59 | \$1.347 |
| Age 30 - 34  | \$.177 | Age 60 - 64 | \$2.461 |
| Age 35 - 39  | \$.19  | Age 65 - 69 | \$4.065 |
| Age 40 - 44  | \$.243 |             |         |

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the Policy Anniversary coinciding with or following the Spouse's birthday.

**FOR FORMER DEPENDENT CHILD BENEFITS**

Rates are based on \$25,000 per Month.

|              |         |             |          |
|--------------|---------|-------------|----------|
| Under Age 20 | \$2.377 | Age 45 - 49 | \$9.777  |
| Age 20 - 24  | \$2.777 | Age 50 - 54 | \$16.377 |
| Age 25 - 29  | \$2.977 | Age 55 - 59 | \$23.477 |
| Age 30 - 34  | \$3.600 | Age 60 - 64 | \$38.250 |
| Age 35 - 39  | \$4.177 | Age 65 - 69 | \$54.077 |
| Age 40 - 44  | \$6.200 |             |          |

Rates are based on \$50,000 per Month

|              |          |             |           |
|--------------|----------|-------------|-----------|
| Under Age 20 | \$4.750  | Age 45 - 49 | \$19.550  |
| Age 20 - 24  | \$5.550  | Age 50 - 54 | \$32.750  |
| Age 25 - 29  | \$5.950  | Age 55 - 59 | \$46.950  |
| Age 30 - 34  | \$7.200  | Age 60 - 64 | \$76.500  |
| Age 35 - 39  | \$8.350  | Age 65 - 69 | \$108.150 |
| Age 40 - 44  | \$12.400 |             |           |

A change in rates due to a change in the Former Dependent Child's age will become effective on the Policy Anniversary Date coinciding with or following the Former Dependent Child's birthday.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company  
(herein called the Subscriber)

Policy No.: FLX - 967552

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective January 1, 2021, the rates shown on the attached Schedule of Rates will remain in force for coverage under the Policy.

No change in rates will be made until 24 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY



William J. Smith, President

Date: September 21, 2020

Amendment No. 04

TL-004780

**LINAJMPOL000054**

## SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

### FOR EMPLOYEE BENEFITS

**Basic Life Insurance** \$ .061 Per \$1,000

#### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000

|              |        |                 |         |
|--------------|--------|-----------------|---------|
| Under Age 20 | \$.042 | Age 60 - 64     | \$.512  |
| Age 20 - 24  | \$.042 | Age 65 - 69     | \$.969  |
| Age 25 - 29  | \$.042 | Age 70 - 74     | \$1.591 |
| Age 30 - 34  | \$.06  | Age 75 - 79     | \$2.06  |
| Age 35 - 39  | \$.067 | Age 80 - 84     | \$2.06  |
| Age 40 - 44  | \$.078 | Age 85 - 89     | \$2.06  |
| Age 45 - 49  | \$.115 | Age 90 - 94     | \$2.06  |
| Age 50 - 54  | \$.184 | Age 95 and over | \$2.06  |
| Age 55 - 59  | \$.33  |                 |         |

A change in rates due to a change in the Employee's age will become effective on the first of the month following the Employee's birthday.

### FOR SPOUSE OR DOMESTIC PARTNER BENEFITS

#### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000.

|              |        |                 |         |
|--------------|--------|-----------------|---------|
| Under Age 20 | \$.042 | Age 60 - 64     | \$.512  |
| Age 20 - 24  | \$.042 | Age 65 - 69     | \$.969  |
| Age 25 - 29  | \$.042 | Age 70 - 74     | \$1.591 |
| Age 30 - 34  | \$.06  | Age 75 - 79     | \$2.06  |
| Age 35 - 39  | \$.067 | Age 80 - 84     | \$2.06  |
| Age 40 - 44  | \$.078 | Age 85 - 89     | \$2.06  |
| Age 45 - 49  | \$.115 | Age 90 - 94     | \$2.06  |
| Age 50 - 54  | \$.184 | Age 95 and over | \$2.06  |
| Age 55 - 59  | \$.33  |                 |         |

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the first of the month following the Spouse's birthday.

### FOR DEPENDENT CHILD BENEFITS

**Voluntary Life Insurance** \$ .129 Per \$1,000



# **FOR FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

|              |         |             |          |
|--------------|---------|-------------|----------|
| Under Age 20 | \$ .153 | Age 45 - 49 | \$ .384  |
| Age 20 - 24  | \$ .144 | Age 50 - 54 | \$ .726  |
| Age 25 - 29  | \$ .153 | Age 55 - 59 | \$ 1.347 |
| Age 30 - 34  | \$ .177 | Age 60 - 64 | \$ 2.461 |
| Age 35 - 39  | \$ .19  | Age 65 - 69 | \$ 4.065 |
| Age 40 - 44  | \$ .243 |             |          |

A change in rates due to a change in the Former Employee's age will become effective on the Policy Anniversary coinciding with or following the Former Employee's birthday.

# **FOR FORMER SPOUSE OR DOMESTIC PARTNERS OR SPOUSE OR DOMESTIC PARTNERS OF FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

|              |         |             |          |
|--------------|---------|-------------|----------|
| Under Age 20 | \$ .153 | Age 45 - 49 | \$ .384  |
| Age 20 - 24  | \$ .144 | Age 50 - 54 | \$ .726  |
| Age 25 - 29  | \$ .153 | Age 55 - 59 | \$ 1.347 |
| Age 30 - 34  | \$ .177 | Age 60 - 64 | \$ 2.461 |
| Age 35 - 39  | \$ .19  | Age 65 - 69 | \$ 4.065 |
| Age 40 - 44  | \$ .243 |             |          |

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the Policy Anniversary coinciding with or following the Spouse's birthday.

# **FOR FORMER DEPENDENT CHILD BENEFITS**

Rates are based on \$25,000 per Month.

|              |          |             |           |
|--------------|----------|-------------|-----------|
| Under Age 20 | \$ 2.377 | Age 45 - 49 | \$ 9.777  |
| Age 20 - 24  | \$ 2.777 | Age 50 - 54 | \$ 16.377 |
| Age 25 - 29  | \$ 2.977 | Age 55 - 59 | \$ 23.477 |
| Age 30 - 34  | \$ 3.600 | Age 60 - 64 | \$ 38.250 |
| Age 35 - 39  | \$ 4.177 | Age 65 - 69 | \$ 54.077 |
| Age 40 - 44  | \$ 6.200 |             |           |

Rates are based on \$50,000 per Month

|              |           |             |            |
|--------------|-----------|-------------|------------|
| Under Age 20 | \$ 4.750  | Age 45 - 49 | \$ 19.550  |
| Age 20 - 24  | \$ 5.550  | Age 50 - 54 | \$ 32.750  |
| Age 25 - 29  | \$ 5.950  | Age 55 - 59 | \$ 46.950  |
| Age 30 - 34  | \$ 7.200  | Age 60 - 64 | \$ 76.500  |
| Age 35 - 39  | \$ 8.350  | Age 65 - 69 | \$ 108.150 |
| Age 40 - 44  | \$ 12.400 |             |            |

A change in rates due to a change in the Former Dependent Child's age will become effective on the Policy Anniversary Date coinciding with or following the Former Dependent Child's birthday.

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Avago Technologies U.S. Inc. dba Broadcom Limited  
(herein called the Subscriber)

Policy No.: FLX - 967552

**PLEASE READ**

**IMPORTANT:** The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

**LINAJMPOL000057**

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Avago Technologies U.S. Inc. dba Broadcom Limited  
(herein called the Subscriber)

Policy No.: FLX - 967552

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective November 1, 2021, the Subscriber's name is changed to:

Broadcom, Inc. and Affiliate Companies

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY

A handwritten signature in dark ink, appearing to read "Scott Berlin", is written over a light blue rectangular background.

Scott Berlin, President

Date: November 3, 2021

Amendment No. 05

TL-004780

**LINAJMPOL000058**

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Broadcom, Inc. and Affiliate Companies  
(herein called the Subscriber)

Policy No.: FLX - 967552

The Company and the Subscriber hereby agree that the Policy is amended as follows:

Effective January 1, 2023, the rates shown on the attached Schedule of Rates will remain in force for coverage under the Policy.

No change in rates will be made until 48 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY

A handwritten signature in cursive script that reads "Scott Berlin". The ink is dark and the signature is written on a light-colored background.

Scott Berlin, President

Date: February 1, 2023 (Revised Date: February 21, 2023)

Amendment No. 06

TL-004780

**LINAJMPOL000059**

## **SCHEDULE OF RATES**

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

### **FOR EMPLOYEE BENEFITS**

**Basic Life Insurance** \$ .061 Per \$1,000

#### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000

|              |        |                 |         |
|--------------|--------|-----------------|---------|
| Under Age 20 | \$.042 | Age 60 - 64     | \$.512  |
| Age 20 - 24  | \$.042 | Age 65 - 69     | \$.969  |
| Age 25 - 29  | \$.042 | Age 70 - 74     | \$1.591 |
| Age 30 - 34  | \$.06  | Age 75 - 79     | \$2.06  |
| Age 35 - 39  | \$.067 | Age 80 - 84     | \$2.06  |
| Age 40 - 44  | \$.078 | Age 85 - 89     | \$2.06  |
| Age 45 - 49  | \$.115 | Age 90 - 94     | \$2.06  |
| Age 50 - 54  | \$.184 | Age 95 and over | \$2.06  |
| Age 55 - 59  | \$.33  |                 |         |

A change in rates due to a change in the Employee's age will become effective on the first of the month following the Employee's birthday.

### **FOR SPOUSE OR DOMESTIC PARTNER BENEFITS**

#### **Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000.

|              |        |                 |         |
|--------------|--------|-----------------|---------|
| Under Age 20 | \$.042 | Age 60 - 64     | \$.512  |
| Age 20 - 24  | \$.042 | Age 65 - 69     | \$.969  |
| Age 25 - 29  | \$.042 | Age 70 - 74     | \$1.591 |
| Age 30 - 34  | \$.06  | Age 75 - 79     | \$2.06  |
| Age 35 - 39  | \$.067 | Age 80 - 84     | \$2.06  |
| Age 40 - 44  | \$.078 | Age 85 - 89     | \$2.06  |
| Age 45 - 49  | \$.115 | Age 90 - 94     | \$2.06  |
| Age 50 - 54  | \$.184 | Age 95 and over | \$2.06  |
| Age 55 - 59  | \$.33  |                 |         |

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the first of the month following the Spouse's birthday.

### **FOR DEPENDENT CHILD BENEFITS**

**Voluntary Life Insurance** \$ .129 Per \$1,000

**FOR FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

|              |        |             |         |
|--------------|--------|-------------|---------|
| Under Age 20 | \$.153 | Age 45 - 49 | \$.384  |
| Age 20 - 24  | \$.144 | Age 50 - 54 | \$.726  |
| Age 25 - 29  | \$.153 | Age 55 - 59 | \$1.347 |
| Age 30 - 34  | \$.177 | Age 60 - 64 | \$2.461 |
| Age 35 - 39  | \$.19  | Age 65 - 69 | \$4.065 |
| Age 40 - 44  | \$.243 |             |         |

A change in rates due to a change in the Former Employee's age will become effective on the Policy Anniversary coinciding with or following the Former Employee's birthday.

**FOR FORMER SPOUSE OR DOMESTIC PARTNERS OR SPOUSE OR DOMESTIC PARTNERS OF FORMER EMPLOYEE BENEFITS**

Monthly Rates are based on units of \$1,000.

|              |        |             |         |
|--------------|--------|-------------|---------|
| Under Age 20 | \$.153 | Age 45 - 49 | \$.384  |
| Age 20 - 24  | \$.144 | Age 50 - 54 | \$.726  |
| Age 25 - 29  | \$.153 | Age 55 - 59 | \$1.347 |
| Age 30 - 34  | \$.177 | Age 60 - 64 | \$2.461 |
| Age 35 - 39  | \$.19  | Age 65 - 69 | \$4.065 |
| Age 40 - 44  | \$.243 |             |         |

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the Policy Anniversary coinciding with or following the Spouse's birthday.

**FOR FORMER DEPENDENT CHILD BENEFITS**

Rates are based on \$25,000 per Month.

|              |         |             |          |
|--------------|---------|-------------|----------|
| Under Age 20 | \$2.377 | Age 45 - 49 | \$9.777  |
| Age 20 - 24  | \$2.777 | Age 50 - 54 | \$16.377 |
| Age 25 - 29  | \$2.977 | Age 55 - 59 | \$23.477 |
| Age 30 - 34  | \$3.600 | Age 60 - 64 | \$38.250 |
| Age 35 - 39  | \$4.177 | Age 65 - 69 | \$54.077 |
| Age 40 - 44  | \$6.200 |             |          |

Rates are based on \$50,000 per Month

|              |          |             |           |
|--------------|----------|-------------|-----------|
| Under Age 20 | \$4.750  | Age 45 - 49 | \$19.550  |
| Age 20 - 24  | \$5.550  | Age 50 - 54 | \$32.750  |
| Age 25 - 29  | \$5.950  | Age 55 - 59 | \$46.950  |
| Age 30 - 34  | \$7.200  | Age 60 - 64 | \$76.500  |
| Age 35 - 39  | \$8.350  | Age 65 - 69 | \$108.150 |
| Age 40 - 44  | \$12.400 |             |           |

A change in rates due to a change in the Former Dependent Child's age will become effective on the Policy Anniversary Date coinciding with or following the Former Dependent Child's birthday.

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Broadcom, Inc. and Affiliate Companies  
(herein called the Subscriber)

Policy No.: FLX - 967552

**PLEASE READ**

**IMPORTANT:** The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

**LINAJMPOL000062**

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Broadcom, Inc. and Affiliate Companies  
(herein called the Subscriber)

Policy No.: FLX - 967552

This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

1. Effective October 1, 2023, the Voluntary Benefit under the Employee Benefits section in the Schedule of Benefits for Class 1 is deleted in its entirety and is replaced by the following:

|                          |                                                                                                                                                                                |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Voluntary Benefit        | An amount elected in units of \$10,000                                                                                                                                         |
| Minimum Benefit:         | \$10,000                                                                                                                                                                       |
| Guaranteed Issue Amount: | the lesser of 3 times Annual Compensation or \$1,000,000                                                                                                                       |
| Maximum Benefit:         | the greater of a) or b) below:                                                                                                                                                 |
|                          | a) the lesser of 5 times Annual Compensation or \$1,500,000, or                                                                                                                |
|                          | b) an amount equal to the Life Insurance Benefit in effect on the termination date of the CA Technologies Prior Plan to a maximum of \$3,500,000 when combined with Basic Life |

The Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$10,000, if not already a multiple thereof.

2. Effective October 1, 2023, the Voluntary Benefit under the Spouse or Domestic Partner Benefits section in the Schedule of Benefits for Class 1 is deleted in its entirety and is replaced by the following:

|                          |                   |
|--------------------------|-------------------|
| Voluntary Benefit        | Units of \$10,000 |
| Guaranteed Issue Amount: | \$100,000         |
| Maximum Benefit:         | \$500,000         |

**LINAJMPOL000063**



Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY

A handwritten signature in black ink that reads "Scott Berlin". The signature is written in a cursive, flowing style.

Scott Berlin, President

Date: September 21, 2023 (Revised Date: October 17, 2023)

Amendment No. 07

TL-004780

**LINAJMPOL000064**

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Broadcom, Inc. and Affiliate Companies  
(herein called the Subscriber)

Policy No.: FLX - 967552

**PLEASE READ**

**IMPORTANT:** The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

**LINAJMPOL000065**

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**(herein called the Company)**

Amendment to be attached to and made a part of the Group Policy  
A Contract between the Company and

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry  
Participating Subscriber: Broadcom, Inc. and Affiliate Companies  
(herein called the Subscriber)

Policy No.: FLX - 967552

This Amendment will be in effect on the Effective Date(s) shown below only for insured Employees in Active Service on that date. If an Employee is not in Active Service on the date his insurance would otherwise become effective, it will be effective on the date he returns to Active Service.

The Company and the Subscriber hereby agree that the Policy is amended as follows:

1. The following Enrollment Event is added under the Schedule of Benefits for Class 1:

The Enrollment Period shall be from December 6, 2023 through December 19, 2023 for coverage effective January 1, 2024.

*This enrollment will be subject to the provisions regarding coverage changes during the enrollment period and all other provisions of the policy.*

*For Employees*

During this Enrollment Period, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit up to the Guaranteed Issue Amount without satisfying the Insurability Requirement.

An eligible Employee may increase coverage for a Benefit in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the date the Insurance Company agrees in writing to insure the Employee.

*For Spouses*

During this Enrollment Period, a Spouse currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit up to the Guaranteed Issue Amount without satisfying the Insurability Requirement.

An eligible Spouse may increase coverage for a Benefit in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the date the Insurance Company agrees in writing to insure the Spouse.

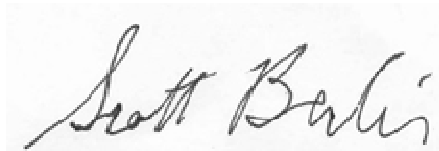
TL-008025-1

2. Effective January 1, 2024, the attached Schedule of Affiliates is made a part of the Policy.

**LINAJMPOL000066**

Except for the above, this Amendment does not change the Policy in any way.

FOR THE COMPANY

A handwritten signature in black ink that reads "Scott Berlin". The signature is written in a cursive, flowing style.

Scott Berlin, President

Date: September 29, 2023 (Revised Date: December 20, 2023)

Amendment No. 08

TL-004780

**LINAJMPOL000067**

#### **SCHEDULE OF AFFILIATES**

The following affiliates are covered under the Policy as of January 1, 2024.

Affiliate Name

VMware, Inc.

TL-004776

**LINAJMPOL000068**

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and

net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

**COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.

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- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

#### NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

California Life and Health Insurance  
Guarantee Association  
P.O Box 16860,  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927- 4357

LINAJMPOL000070

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**IMPORTANT NOTICES  
GROUP ACCIDENT**

If a Covered Person resides in one of the following states, the important notice will apply.

**New Mexico residents:**

**This type of plan is NOT considered "minimum essential coverage" under the Affordable Care Act (ACA) and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a federal tax penalty. Please consult your tax advisor.**

TL-00-6000a.NM

**LINAJMPOL000071**



DocuSign Envelope ID: 5739DB53-BE23-4F84-AA77-966A8C6D3FF9

# Life Insurance Company of North America

## 1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235

### A Stock Insurance Company

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#### GROUP ACCIDENT POLICY

|                                 |                                                                                     |
|---------------------------------|-------------------------------------------------------------------------------------|
| <b>POLICYHOLDER:</b>            | Trustee of the Group Insurance Trust for<br>Employers in the Manufacturing Industry |
| <b>POLICY NUMBER:</b>           | OK 969060                                                                           |
| <b>POLICY EFFECTIVE DATE:</b>   | January 1, 2017                                                                     |
| <b>POLICY ANNIVERSARY DATE:</b> | January 1                                                                           |
| <b>STATE OF ISSUE:</b>          | Delaware                                                                            |

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Effective Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

**THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.  
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.**

**THIS IS A LIMITED POLICY.  
PLEASE READ IT CAREFULLY.**



Scott Kern, Corporate Secretary



Matthew G. Manders, President

Countersigned \_\_\_\_\_  
Where Required By Law

GA-00-1000.00

LINAJMPOL000072

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**SCHEDULE OF AFFILIATES**

The following affiliates are covered under this Policy on the effective dates listed below.

| <b><u>AFFILIATE NAME</u></b> | <b><u>LOCATION</u></b> | <b><u>EFFECTIVE DATE</u></b> |
|------------------------------|------------------------|------------------------------|
| None                         |                        |                              |
| GA-00-1000.00                |                        |                              |

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## **SCHEDULE OF BENEFITS**

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*This Policy 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 policy provisions carefully.*

**The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the *Description of Coverages and Benefits* Section for full details.**

**Subscriber:** Avago Technologies U.S. Inc., a Broadcom Limited Company

**Effective Date of Subscriber Participation:** January 1, 2017

**Covered Classes:**

Class 1 All active, full-time and part-time Employees of the Employer regularly working a minimum of 20 hours per week.

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## **SCHEDULE OF BENEFITS FOR CLASS 1**

**This *schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy 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: No Waiting Period

For Employees hired after the Policy Effective Date: No Waiting Period

### **Time Period for Loss:**

Any Covered Loss must occur within: 365 days of the Covered Accident

### **Maximum Age for Insurance:**

None

## **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Employee Principal Sum: 2 times Annual Compensation rounded to the next higher \$1,000 if not already a multiple thereof.  
Maximum: \$1,500,000

Annual Compensation means an Employee's annual earnings for normal work established by the Subscriber for his job classification. It includes earnings received from commissions but not bonuses, overtime or other extra compensation.

Commissions will be averaged for the 12 months just prior to the date of the Covered Loss, or the months employed, if less than 12 months.

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 first day of the month following the change in Annual Compensation.

## **SCHEDULE OF COVERED LOSSES**

| <b>Covered Loss</b>                               | <b>Benefit</b>                                                            |
|---------------------------------------------------|---------------------------------------------------------------------------|
| Loss of Life                                      | 100% of the Principal Sum                                                 |
| Loss of Two or More Hands or Feet                 | 100% of the Principal Sum                                                 |
| Loss of Sight of Both Eyes                        | 100% of the Principal Sum                                                 |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum                                                 |
| Loss of Speech and Hearing (in both ears)         | 100% of the Principal Sum                                                 |
| Quadriplegia                                      | 100% of the Principal Sum                                                 |
| Paraplegia                                        | 75% of the Principal Sum                                                  |
| Hemiplegia                                        | 50% of the Principal Sum                                                  |
| Uniplegia                                         | 25% of the Principal Sum                                                  |
| Coma                                              |                                                                           |
| Monthly Benefit                                   | 1% of the Principal Sum                                                   |
| Number of Monthly Benefits                        | 11                                                                        |
| When Payable                                      | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit                                  | 100% of the Principal Sum                                                 |
| When Payable                                      | Beginning of the 12 <sup>th</sup> month                                   |
| Loss of One Hand or Foot                          | 50% of the Principal Sum                                                  |
| Loss of Sight in One Eye                          | 50% of the Principal Sum                                                  |
| Severance and Reattachment of One Hand or Foot    | 50% of the Principal Sum                                                  |

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| <b>Covered Loss</b>                             | <b>Benefit</b>           |
|-------------------------------------------------|--------------------------|
| Loss of Speech                                  | 50% of the Principal Sum |
| Loss of Hearing (in both ears)                  | 50% of the Principal Sum |
| Loss of all Four Fingers of the Same Hand       | 25% of the Principal Sum |
| Loss of Thumb and Index Finger of the Same Hand | 25% of the Principal Sum |
| Loss of all the Toes of the Same Foot           | 20% of the Principal Sum |

#### **Age Reductions**

A Covered Person's Principal Sum will be reduced to the percentage of his Principal Sum in effect on the date preceding the first reduction, as shown below.

| <b>Age</b>          | <b>Percentage of Benefit Amount</b> |
|---------------------|-------------------------------------|
| 65 but less than 70 | 65%                                 |
| 70 or over          | 50%                                 |

Benefits reductions will be effective on the first of the month following the Covered Person's attainment of age as specified in schedule above.

#### **ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

#### **EXPOSURE AND DISAPPEARANCE COVERAGE**

Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

#### **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.

#### **SEATBELT AND AIRBAG BENEFIT**

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| Seatbelt Benefit | 15% of the Principal Sum subject to a Maximum Benefit of \$25,000 |
| Airbag Benefit   | 5% of the Principal Sum subject to a Maximum Benefit of \$5,000   |
| Default Benefit  | \$1,000                                                           |

#### **SPECIAL EDUCATION BENEFIT**

|                                                                      |                                                                 |
|----------------------------------------------------------------------|-----------------------------------------------------------------|
| Surviving Dependent Child Benefit                                    | 5% of the Principal Sum subject to a Maximum Benefit of \$3,000 |
| Maximum Number of Annual Payments For Each Surviving Dependent Child | 4                                                               |
| Default Benefit                                                      | \$1,000                                                         |

#### **SPOUSE OR DOMESTIC PARTNER RETRAINING BENEFIT**

|         |                                                                 |
|---------|-----------------------------------------------------------------|
| Benefit | 3% of the Principal Sum subject to a Maximum Benefit of \$3,000 |
|---------|-----------------------------------------------------------------|

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### VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

|                                           |                |
|-------------------------------------------|----------------|
| Employee Principal Sum:                   | \$10,000 units |
| Maximum:                                  | \$1,000,000    |
| Spouse or Domestic Partner Principal Sum: | \$10,000 units |
| Maximum:                                  | \$500,000      |
| Dependent Child Principal Sum:            | \$1,000 units  |
| Maximum:                                  | \$25,000       |

### SCHEDULE OF COVERED LOSSES

| Covered Loss                                      | Benefit                                                                   |
|---------------------------------------------------|---------------------------------------------------------------------------|
| Loss of Life                                      | 100% of the Principal Sum                                                 |
| Loss of Two or More Hands or Feet                 | 100% of the Principal Sum                                                 |
| Loss of Sight of Both Eyes                        | 100% of the Principal Sum                                                 |
| Loss of One Hand or One Foot and Sight in One Eye | 100% of the Principal Sum                                                 |
| Loss of Speech and Hearing (in both ears)         | 100% of the Principal Sum                                                 |
| Quadriplegia                                      | 100% of the Principal Sum                                                 |
| Paraplegia                                        | 75% of the Principal Sum                                                  |
| Hemiplegia                                        | 50% of the Principal Sum                                                  |
| Uniplegia                                         | 25% of the Principal Sum                                                  |
| Coma                                              |                                                                           |
| Monthly Benefit                                   | 1% of the Principal Sum                                                   |
| Number of Monthly Benefits                        | 11                                                                        |
| When Payable                                      | At the end of each month during which the Covered Person remains comatose |
| Lump Sum Benefit                                  | 100% of the Principal Sum                                                 |
| When Payable                                      | Beginning of the 12 <sup>th</sup> month                                   |
| Loss of One Hand or Foot                          | 50% of the Principal Sum                                                  |
| Loss of Sight in One Eye                          | 50% of the Principal Sum                                                  |
| Severance and Reattachment of One Hand or Foot    | 50% of the Principal Sum                                                  |
| Loss of Speech                                    | 50% of the Principal Sum                                                  |
| Loss of Hearing (in both ears)                    | 50% of the Principal Sum                                                  |
| Loss of all Four Fingers of the Same Hand         | 25% of the Principal Sum                                                  |
| Loss of Thumb and Index Finger of the Same Hand   | 25% of the Principal Sum                                                  |
| Loss of all the Toes of the Same Foot             | 20% of the Principal Sum                                                  |

### Age Reductions

A Covered Person's Principal Sum will be reduced to the percentage of his Principal Sum in effect on the date preceding the first reduction, as shown below.

| Age                 | Percentage of Benefit Amount |
|---------------------|------------------------------|
| 65 but less than 70 | 65%                          |
| 70 or over          | 50%                          |

Benefits reductions will be effective on the first of the month following the Covered Person's attainment of age as specified in schedule above.

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

### EXPOSURE AND DISAPPEARANCE COVERAGE

Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

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**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.

**SEATBELT AND AIRBAG BENEFIT**

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| Seatbelt Benefit | 15% of the Principal Sum subject to a Maximum Benefit of \$25,000 |
| Airbag Benefit   | 5% of the Principal Sum subject to a Maximum Benefit of \$5,000   |
| Default Benefit  | \$1,000                                                           |

**SPECIAL EDUCATION BENEFIT**

|                                                                      |                                                                 |
|----------------------------------------------------------------------|-----------------------------------------------------------------|
| Surviving Dependent Child Benefit                                    | 5% of the Principal Sum subject to a Maximum Benefit of \$3,000 |
| Maximum Number of Annual Payments For Each Surviving Dependent Child | 4                                                               |
| Default Benefit                                                      | \$1,000                                                         |

**SPOUSE OR DOMESTIC PARTNER RETRAINING BENEFIT**

|         |                                                                 |
|---------|-----------------------------------------------------------------|
| Benefit | 3% of the Principal Sum subject to a Maximum Benefit of \$3,000 |
|---------|-----------------------------------------------------------------|

**INITIAL PREMIUM RATES**

|                          |                                                                                                                                                                                                      |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Premium Rate:            | <u>Basic Insurance</u><br>Employee Rate: \$0.012 per \$1,000<br><u>Voluntary Insurance</u><br>Employee Rate: \$0.02 per \$1,000<br>Spouse Rate: \$0.03 per \$1,000<br>Child Rate: \$0.03 per \$1,000 |
| Mode of Premium Payment: | Monthly                                                                                                                                                                                              |
| Contributions:           | The cost of the coverage is paid by the Subscriber and the Employee                                                                                                                                  |
| Premium Due Dates:       | The Policy Effective Date and the first day of each succeeding modal period                                                                                                                          |

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

GA-00-1100.00



## GENERAL DEFINITIONS

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

### **Active Service**

An Employee will be considered in Active Service with his 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 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.

### **Covered Accident**

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, Sickness, mental or bodily infirmity;
3. is not otherwise excluded under the terms of this Policy.

### **Covered Injury**

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

### **Covered Loss**

A loss that is all of the following:

1. the result, directly and independently of all other causes, of a Covered Accident;
2. one of the Covered Losses specified in the *Schedule of Covered Losses*;
3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

### **Covered Person**

An eligible person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force. The term Covered Person shall include, where this Policy provides coverage, an eligible Spouse and eligible Dependent Children.

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**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, subsidiaries or divisions shown in the *Schedule of Covered Affiliates* and which are covered under this Policy on the date of issue or subsequently agreed to by Us.

**He, His, Him**

Refers to any individual, male or female.

**Hospital**

An institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.

**Inpatient**

A Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term 'Inpatient' shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

**Nurse**

A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:

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

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|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Outpatient</b>                           | A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Physician</b>                            | 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: <ol style="list-style-type: none"><li>1. employed or retained by the Subscriber;</li><li>2. living in the Covered Person's household;</li><li>3. a parent, sibling, spouse or child of the Covered Person.</li></ol>                                                                                                            |
| <b>Prior Plan</b>                           | The plan of insurance providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Sickness</b>                             | A physical or mental illness.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Spouse</b>                               | The Employee's lawful spouse.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Subscriber</b>                           | Any participating organization that subscribes to the trust to which this Policy is issued.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Totally Disabled or Total Disability</b> | Totally Disabled or Total Disability means either: <ol style="list-style-type: none"><li>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</li><li>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.</li></ol> |
| <b>We, Us, Our</b>                          | Life Insurance Company of North America.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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

## **ELIGIBILITY AND EFFECTIVE DATE PROVISIONS**

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### **Subscriber Effective Date**

Accident Insurance Benefits become effective for each Subscriber in consideration of the Subscriber's application, Subscription Agreement and payment of the initial premium when due. Insurance coverage for the Subscriber becomes effective on the Effective Date of Subscriber Participation.

### **Eligibility**

An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. A Spouse and Dependent Children of an eligible Employee become eligible for any dependent insurance provided by this Policy on the later of the date the Employee becomes eligible and the date the Spouse or Dependent Child meets the applicable definition shown in the *Definitions* section of this Policy. No person may be eligible for insurance under this Policy as both an Employee and a Spouse or Dependent Child at the same time.

### **Effective Date for Individuals**

#### *Basic Accidental Death and Dismemberment Benefits*

Insurance becomes effective for an eligible Employee, subject to the *Deferred Effective Date* provision below, on the latest of the following dates:

1. the effective date of this Policy;
2. the date the Employee becomes eligible.

#### *Voluntary Accidental Death and Dismemberment Benefits*

Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions within 31 days of eligibility, and subject to the *Deferred Effective Date* provision below, on the latest of the following dates:

1. the effective date of this Policy;
2. the date the Employee becomes eligible;
3. the date We receive the Employee's completed enrollment form and the required first premium, during his lifetime.

Insurance becomes effective for an Employee's eligible dependents if the Employee applies and agrees to make required contributions within 31 days of the date his dependents become eligible and, subject to the *Deferred Effective Date* provision below, on the latest of the following dates:

1. the effective date of this Policy;
2. the date the Employee becomes eligible;
3. the date the Employee's insurance becomes effective;
4. the date the dependent meets the definition of Spouse or Dependent Child, as applicable;
5. the date We receive a completed enrollment form for Spouse and Dependent Child coverage and the required first premium, during each dependent's lifetime.

Insurance becomes effective for a newborn Dependent Child automatically from the moment of the child's live birth. Insurance for that Dependent Child automatically ends 31 days later unless the Employee is insured under a plan under this Policy that includes Dependent Child insurance or makes a request to cover the child and pays the required initial premium, during the child's lifetime.

### **DEFERRED EFFECTIVE DATE**

#### **Active Service**

The effective date of insurance will be deferred for any Employee or any eligible Spouse or Dependent Child who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date he returns to Active Service and the date coverage would otherwise have become effective.

#### **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.

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#### **TERMINATION OF INSURANCE**

The insurance on a Covered Person will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
2. the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
4. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy;
5. with respect to a Spouse or Dependent Child, the date of the death of the covered Employee or the date of divorce from the covered Employee.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

#### **CONTINUATION OF INSURANCE**

##### **Continuation for Layoff, Leave of Absence or Family Medical Leave**

Insurance for an Employee and Covered Dependents may be continued until the earliest of the following dates if: (a) an Employee is on a temporary layoff, an Employer-approved leave of absence or an Employer-approved family medical leave; and (b) required premium contributions are paid when due.

1. for a layoff: the end of the month in which the layoff begins.
2. for an Employer-approved leave of absence: 30 days.
3. for an Employer-approved family medical leave: up to the later of the period of the approved FMLA leave or the leave period required by law in the state in which the Employee is employed.

GA-00-1300.00

## COMMON EXCLUSIONS

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In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
  - a. except as a passenger on a regularly scheduled commercial airline;
  - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
  - c. being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
  - d. designed for flight above or beyond the earth's atmosphere;
  - e. an ultra-light or glider;
  - f. being used for the purpose of parachuting or skydiving;
  - g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
7. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
8. travel in any Aircraft owned, leased or controlled by the Subscriber, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Subscriber if the Aircraft may be used as the Subscriber wishes for more than 10 straight days, or more than 15 days in any year;
9. a Covered Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered Accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days;
10. 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;
11. 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;
12. in addition, benefits will not be paid for services or treatment rendered by a Physician, Nurse or any other person who is:
  - a. employed or retained by the Subscriber;
  - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
  - c. living in the Covered Person's household;
  - d. a parent, sibling, spouse or child of the Covered Person.

GA-00-1403.00

## CONVERSION PRIVILEGE

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1. If the Covered Person's insurance or any portion of it ends for any of the following reasons:
  - a. employment or membership ends;
  - b. eligibility ends (except for age for the Employee or Covered Spouse);the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may apply for an amount of coverage that is:
  - a. in \$1,000 increments;
  - b. not less than \$25,000, regardless of the amount of insurance under the group policy; and
  - c. not more than the amount of insurance he had under the group policy, except as provided above, up to a maximum amount of \$250,000.

The Covered Person must be under age 70 to get a converted policy.

If the Covered Person's insurance or any portion of it ends for non-payment of premium, he may not convert. If the Covered Person's insurance ends for a reason described in 2. below, conversion is subject to that section.

The converted policy or certificate will cover accidental death and dismemberment. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

If the Covered Person has converted his group coverage and later becomes insured under the same group plan as before, he may not convert a second time unless he provides, at his own expense, proof of insurability or proof the prior converted policy is no longer in force.

The Covered Person must apply for the individual policy within 62 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk. If the Covered Person has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

If the Covered Person suffers a Covered Loss or dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended; or, if later, the date application is made.

### Exclusions

The converted policy may exclude the hazards or conditions that apply to the Covered Person's group coverage at the time it ends. We will reduce payment under the converted policy by the amount of any benefits paid under the group policy if both cover the same loss.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy or, any group accident insurance issued to the Employer which the Group Policy replaced, for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
  - a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
  - b. \$10,000.

### Extension of Conversion Period

If the Covered Person is eligible to convert and is not notified of this right at least 31 days prior to the end of the 62 day conversion period, the conversion period will be extended. The Covered Person will have 31 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 105 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.

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If the Covered Person sustains a Covered Loss or dies during the extended conversion period, but more than 31 days after his coverage under the Group Policy terminates, benefits will not be paid under the Group Policy. If the Covered Person's application for a converted policy or certificate is received by Us and the required premium is paid, benefits may be payable under the converted policy or certificate.

GA-01-1505.00



## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Subscriber's name and policy number and the Covered Person's name, address, policy and certificate number.

### **Claim Forms**

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

### **Time of Payment of Claims**

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

### **Manner of Payment of Claims**

The Subscriber authorizes that any benefit payment due as a lump sum of \$5,000 or more shall be credited to a draft account with the Insurance Company, in the name of the beneficiary. The beneficiary may withdraw the entire proceeds at any time by issuing one or more drafts, or may withdraw lesser amounts, subject to a minimum account balance set by the Insurance Company from time to time. Interest shall be credited to such account at rates as determined from time to time by the Insurance Company.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

### **Payment of Claims to Foreign Employees**

The Subscriber may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than the United States of America.

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We will not be responsible for the application or disposition by the Subscriber of any such benefits paid. Our payments to the Subscriber will constitute a full discharge of Our liability for those payments under this Policy.

**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 and to make an autopsy in case of death where it is not forbidden by law.

**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 three years after the time such written proof of loss must be furnished.

**Beneficiary**

The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Subscriber. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy. Any Accidental Death Benefit payable at the death of the Employee's Spouse or Dependent Child will be paid to the Employee or to his estate.

A beneficiary designation or change will become effective on the date the Employee executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. spouse;
2. child or children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

**Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GA-00-1600.00 as modified by RA-GA-1000.00

## ADMINISTRATIVE PROVISIONS

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### 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.

### 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. No change in rates will be made until 36 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.

### 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.

### Payment of Premium

The first premium is due on the Subscriber's effective date of participation under this Policy. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Subscriber. If any premium is not paid when due, the Subscriber's participation under this Policy will be terminated as of the Premium Due Date on which premium was not paid.

### Grace Period

A Grace Period of 31 days will be granted to each Subscriber for payment of required premiums under this Policy. A Subscriber's participation under this Policy will remain in effect during the Grace Period. The Subscriber is liable to Us for any unpaid premium for the time its participation under this Policy was in force.

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. A Covered Person's insurance under this Policy 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-00-1701.00 as modified by RA-GA-1000.00

## GENERAL PROVISIONS

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### **Entire Contract; Changes**

This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

### **Subscriber Participation Under This Policy**

An organization may elect to participate under this Policy by submitting a signed Subscriber participation agreement to the Policyholder. No participation by an organization is in effect until approved by Us.

### **Misstatement of Fact**

If the Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

### **Certificates**

Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

### **30 Day Right To Examine Certificate**

If a Covered Person does not like the Certificate for any reason, it may be returned to Us within 30 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

### **Multiple Certificates**

The Covered Person may have in force only one certificate at a time under this Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

### **Assignment**

We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's certificate remains in force.

### **Incontestability**

#### **1. Of This Policy or Participation Under This Policy**

All statements made by the Subscriber to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Subscriber.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

#### **2. Of A Covered Person's Insurance**

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

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**Policy Termination**

We may terminate coverage on or after the first anniversary of the policy effective date. The Subscriber may terminate coverage on any premium due date. Written or authorized electronic notice must be given at least 31 days prior to such premium due date.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

**Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Subscriber satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

**Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

**Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

**Policy Changes**

We may agree with the Subscriber to modify a plan of benefits without the Covered Person's consent.

**Workers' Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

**Examination of the Policy**

This Group Policy will be available for inspection at the Subscriber's office during regular business hours.

**Examination of Records**

We will be permitted to examine all of the Subscriber's records relating to this Group Policy. Examination may occur at any reasonable time while the Group Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Group Policy; or, if later,
2. upon the final adjustment and settlement of all Group Policy claims.

The Subscriber is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Subscriber will not be considered Our actions.

**Ownership of Records**

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

GA-00-1800.00

## DESCRIPTION OF COVERAGES AND BENEFITS

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**This *Description of Coverages and Benefits* Section describes the Accident Coverages and Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the *General Definitions* section. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.**

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

**Covered Loss** We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

### Definitions

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Loss of Toes** means complete Severance through the metatarsalphalangeal joint.

**Paralysis or Paralyzed** means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

**Quadriplegia** means total Paralysis of both upper and both lower limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

**Uniplegia** means total Paralysis of one upper or one lower limb.

**Coma** means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

**Severance** means the complete and permanent separation and dismemberment of the part from the body.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* section.  
GA-00-2100.00

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

**EXPOSURE AND DISAPPEARANCE COVERAGE**

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses*, will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

**Exclusions** The exclusions that apply to this coverage are in the *Common Exclusions* Section.  
GA-00-2202.00

**ADDITIONAL ACCIDENT BENEFITS**

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

**SEATBELT AND AIRBAG BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.



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**Definitions** For purposes of this benefit:  
**Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.

**Automobile** means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state, province or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2251.00

#### **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 which an Accidental Death Benefit is payable under this Policy. This benefit is subject to the conditions and exclusions described below.

A qualifying Dependent Child must:

1. a. be enrolled as a full-time student in an accredited school of higher learning beyond the 12<sup>th</sup> grade level on the date of the covered Employee's Covered Accident; *or*  
b. be at the 12<sup>th</sup> grade level on the date of the covered Employee's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student.
2. continue his education as a full-time student in such accredited school of higher learning; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered Employee died, if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If no Dependent Child qualifies for Special Education Benefits within 365 days of the covered Employee's death, We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2252a.00

#### **SPOUSE RETRAINING BENEFIT**

We will pay expenses incurred, as described below, up to the Maximum Benefit shown in the *Schedule of Benefits*, to enable the covered Employee's Spouse to obtain occupational or educational training needed for employment if the covered Employee dies directly and independently of all other causes from a Covered Accident. This benefit is subject to the conditions and exclusions described below.

This benefit will be payable if the covered Employee dies within one year of a Covered Accident and is survived by his Spouse who:

1. enrolls, within three years after the covered Employee's death in any accredited school for the purpose of retraining or refreshing skills needed for employment; and
2. incurs expenses payable directly to, or approved and certified by, such school.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
GA-00-2254a.00



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**AMENDATORY RIDER  
DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE**

Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company

Policy No.: OK 969060

Effective Date: January 1, 2017

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires.

Domestic Partner/Civil Union Partner means any of the following:

1. A person with whom the Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person who was legally married to the Employee under the laws of a state permitting marriage of partners of the same sex, where the Employee and Domestic Partner/Civil Union Partner currently reside in a state that does not recognize a valid marriage. This shall not apply if:
  - a. the marriage has been terminated by legal process, or;
  - b. either the Employee or the Domestic Partner/Civil Union Partner has entered into a valid marriage, civil union or domestic partnership under state law.
3. A person meeting all of the following requirements, with respect to an Employee:
  - a. Shares a permanent residence with the Employee;
  - b. Has resided with the Employee for at least 6 months and is expected to continue to reside with the Employee indefinitely;
  - c. Has not been legally married to any other person within the previous six months, and has no Domestic Partner other than the Employee during the previous six months, and is the Employee's sole Domestic Partner;
  - d. Has signed a Domestic Partner declaration with the Employee, if the Employee resides in a jurisdiction which provides for Domestic Partner declarations;
  - e. Has not signed a Domestic Partner declaration with any other person within the last 6 months;
  - f. Is interdependent with the Employee in three or more of the following ways:
    1. Both partners are registered under any municipal ordinance as domestic partners.
    2. Both partners are jointly parties to a lease, mortgage or deed.
    3. Both partners jointly own one or more motor vehicles.
    4. Both partners jointly own one or more bank or credit accounts.
    5. The Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
    6. The Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
    7. The Employee has designated the Domestic Partner as beneficiary of the Employee's will.
    8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.
  - g. Is not so closely related by blood to the Employee as to prohibit legal marriage in their state of residence;
  - h. Is no less than 18 years of age.

The Employee and Domestic Partner must furnish the Employer and Insurance Company with a signed declaration that the above requirements are met, at the time of enrollment.

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All references in the policy to "Spouse" shall be changed to read "Spouse, Domestic Partner, and Civil Union Partner except as follows:

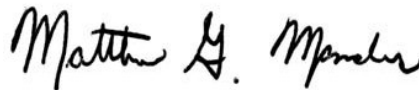
1. The definition of "Spouse" remains unchanged.
2. For purposes of any provision of the policy providing for payment of benefits to relatives of the Employee, a Domestic Partner/Civil Union Partner shall be included only if:
  - a. the Domestic Partner/Civil Union Partner meets the requirements of the definition of Domestic Partner/Civil Union Partner referenced in item 1 or 2, or;
  - b. the Employee and Domestic Partner/Civil Union Partner have furnished the Employer or the Insurance Company with a signed statement affirming that the requirements referenced in item 3 within the definition of Domestic Partner/Civil Union Partner are met.
3. A Domestic Partner/Civil Union Partner shall be deemed eligible to be enrolled for insurance or eligible for Additional Benefits on the latest of:
  - a. the date of registration under item 1 of the definition of Domestic Partner/Civil Union Partner;
  - b. the date that the Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Amendment to the Policy.
4. A child of a Domestic Partner/Civil Union Partner may only be eligible to be insured or eligible for Additional Benefits if:
  - a. the child is primarily dependent on the Employee for financial support;
  - b. the Employee has a legal obligation of support of the child; or
  - c. the Employee is the child's legal guardian.

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee is changed by the following:

In the case of any person of the same sex as the Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee's state of residence allows same-sex couples to marry.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**



Matthew G. Manders, President

TL-007153

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
(herein called the Insurance Company)**

**AMENDATORY RIDER**

**CLAIM PROCEDURES APPLICABLE TO PLANS SUBJECT TO THE  
EMPLOYEE RETIREMENT INCOME SECURITY ACT ("ERISA")**

The provisions below amend the Policy to which they are attached. They apply to all claims for benefits under the Policy. They supplement other provisions of the Policy relating to claims for benefits.

This Policy has been issued in conjunction with an employee welfare benefit plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). This Policy is a Plan document within the meaning of ERISA. As respects the Insurance Company, it is the sole contract under which benefits are payable by the Insurance Company. Except for this, it shall not be deemed to affect or supersede other Plan documents.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for deciding claims for benefits under the Plan, and for deciding any appeals of denied claims.

**Review of Claims for Benefits**

The Insurance Company has 45 days from the date it receives a claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, 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. If this should happen, the Insurance Company must provide notice in writing that its review period has been extended for:

- (i) up to two more 30 day periods (in the case of a claim for disability benefits); or
- (ii) 90 days more (in the case of any other benefit).

If this extension is made because additional information must be furnished, these extension periods will begin when the additional information is received. The requested information must be furnished within 45 days.

During the review period, the Insurance Company may require:

- (i) a medical examination of the Insured, at its own expense; or
- (ii) additional information regarding the claim.

If a medical examination is required, the Insurance Company will notify the Insured 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 is denied, in whole or in part, the Insurance Company will provide written notice within the review period. The Insurance Company's written notice will include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for the claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit: identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement regarding the right to appeal the decision, and an explanation of the appeal procedure, including a statement of the right to bring a civil action under Section 502(a) of ERISA if the appeal is denied.

**Appeal Procedure for Denied Claims**

Whenever a claim is denied, there is the right to appeal the decision. A written request for appeal must be made to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date the denial was received. If a request is not made within that time, the right to appeal will have been waived.

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Once a request has been received by the Insurance Company, a prompt and complete review of the claim will take place. This review will give no deference to the original claim decision. It will not be made by the person who made the initial claim decision, or a subordinate of that person. During the review, the claimant (or the claimant's duly authorized representative) has the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. Issues and comments that might affect the outcome of the review may also be submitted.

The Insurance Company has 60 days (45 days, in the case of any disability benefit) from the date it receives a request to review the claim and provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim. If this should happen, the Insurance Company must provide notice, in writing, that its review period has been extended for an additional 60 days (45 days in the case of any disability benefit). Once its review is complete, the Insurance Company must state, in writing, the results of the review and indicate the Plan provisions upon which it based its decision.

A handwritten signature in black ink, reading "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

TL-009000

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

**AMENDATORY RIDER  
TRAVEL ASSISTANCE SERVICES**

Policyholder: Avago Technologies U.S. Inc., a Broadcom Limited Company  
Policy No.: OK 969060 Effective Date: January 1, 2017

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires.

**Travel Assistance Services**

We will pay the cost of the Covered Services described below, subject to all applicable conditions and exclusions, resulting directly and independently of all other causes, from a Covered Medical Emergency. The Covered Medical Emergency must occur and Covered Services must be incurred during the course of travel or other activities covered by the Policy, and while the Covered Person is either more than 100 miles from his permanent residence or outside of his country of permanent residence.

To obtain services, the Covered Person must contact Us or our authorized service provider at the phone number provided by the Policyholder. All services must be provided by our authorized service provider unless authorized by Us.

**Covered Services**

Covered Services includes the reasonable costs for medically necessary services provided by Us or by our authorized service provider, and which are provided by our authorized service provider unless authorized by Us, for any of the following.

**Emergency Medical Evacuation**

Medically necessary expenses for Transportation of the Covered Person to the nearest adequate medical facility, if adequate medical care is not available at the Covered Person's location.

Cost of any medically necessary services or equipment that the Covered Person receives during transportation covered under this provision.

Cost of transporting qualified and licensed medical professional(s) or an Immediate Family Member or a Travel Companion if medically required to escort the Covered Person during transportation covered under this provision.

Transportation will be provided by medically equipped specialty aircraft, commercial airline, train or ambulance depending upon the medical needs and available transportation specific to each case.

**Return Transportation**

Any increase in the cost of the Covered Person's return transportation to his or her home or work location following emergency medical evacuation covered under this benefit, above the cost of the Covered Person's original scheduled return transportation.

Any increased cost of the transportation for an Immediate Family Member or Travel Companion of the Covered Person to return to his or her primary residence, if he or she accompanied the Covered Person on the trip where the emergency occurred, and was as a result not able to return to his or her primary residence when originally scheduled.

Unless it is medically necessary for another means of transportation to be provided, such return transportation costs will be covered for the same class of travel as the Covered Person's original transportation.

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In the case of an Immediate Family Member 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 hospitalization away from the Covered Person's primary residence, if the Covered Person is hospitalized or expected to remain hospitalized for 7 or more consecutive days following emergency medical evacuation covered under this benefit. Such expenses shall be limited to one person only, and shall include round-trip economy airfare, and an allowance of \$150.00 per day for up to 7 days for meals and lodging.

If a Dependent Child is evacuated, we will pay the expenses of an adult Immediate Family Member who accompanied the Dependent Child on the trip where the emergency occurred, to accompany the Dependent Child during the evacuation and during the Dependent Child's return to his or her place of residence. If the Dependent Child was not accompanied by an adult Immediate Family Member on the trip where the emergency occurred, we will pay expenses described in the preceding paragraph, without regard to the expected duration on the hospitalization.

### **Repatriation of Remains**

If the Covered Person dies as a result of a Covered Medical Emergency, or during a Medical Evacuation covered by this Policy, the following expenses will be covered:

1. Embalming;
2. Cremation in the locality where death occurred and urn for return ashes;
3. A container appropriate for transportation of remains;
4. Autopsy if required by law;
5. Expenses of securing documentation necessary for return of remains;
6. Transportation of the body or remains to the Covered Person's place of permanent residence.

### **Definitions**

"Covered Medical Emergency" means an injury, illness or disease diagnosed by a Physician which causes severe or acute symptoms that, if not provided with immediate care or treatment, would reasonably be expected to result in serious deterioration of the Covered Person's health or place his life in jeopardy; and which first manifests itself suddenly and unexpectedly during the travel or other hazards covered by the Policy.

"Immediate Family Member" means a spouse, parent, child, step-parent, step-child, brother or sister, step-brother or step-sister, grandparent, or Domestic Partner.

"Travel Companion" means an individual, other than an Immediate Family Member, who accompanied the Covered Person on the trip where the emergency occurred.

"Friend" means a person chosen by the Covered Person, other than an Immediate Family Member who is able to visit the Covered Person.

### **Limitations**

Covered Expenses are secondary to, and in excess of, any expenses for medical or transportation services paid or payable under any workers' compensation law.

No payment will be made for services without authorization of those services by Us or the express written approval of Our designated approved vendor.

If coverage for these services is provided under more than one policy issued by the Insurance Company, we will only provide or pay for these services under one such policy.

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### 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 this rider does not change the Policy or Certificate to which it is attached.

### LIFE INSURANCE COMPANY OF NORTH AMERICA



Matthew G. Manders, President

GA-00-2230c.00

**Life Insurance Company of North America**  
**1601 Chestnut Street**  
**Philadelphia, Pennsylvania 19192-2235**

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**MODIFYING PROVISIONS AMENDMENT**

Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company Policy No.: OK 969060

Amendment Effective Date: January 1, 2017

This amendment is attached to and made part of the Policy specified above and the Certificates issued under it. Its provisions are intended to conform this Policy to the laws of the state in which the insured resides.

The Policy and any Certificates delivered under the Group Policy are amended as follows:

**Arkansas 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, item 2 of the second paragraph of the definition of Dependent Child is replaced with the following:
  2. adopted child, or a child under the charge, care or control of the Employee, Member for whom the Employee, Member has filed a petition to adopt.

**Connecticut residents:**

1. The following benefit is added to the *Schedule of Benefits* section:

**AMBULANCE BENEFIT**

Basic Benefit

Equal to the lesser of billed charges or rate established by the CT  
Dept. of Public Health

2. In the *General Definitions* section the definition of Hospital and Totally Disabled are replaced with the following:

**Hospital**

An institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.



**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 the normal activities of a person of like age and sex and who is under the regular care of a Physician who certifies that such person is Totally Disabled.

3. In the *Eligibility and Effective Date Provisions*, the Eligibility section is replaced with the following:

**Eligibility**

An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. A Spouse and Dependent Children of an eligible Employee become eligible for any dependent insurance provided by this Policy on the later of the date the Employee becomes eligible and the date the Spouse or Dependent Child meets the applicable definition shown in the *Definitions* section of this Policy. No person may be eligible for insurance under this Policy as both an Employee and a Spouse or Dependent Child at the same time. However, this limitation will not apply when the Employee and the Spouse are employed by the same Employer and by reason to their employment are both participating in a group insurance plan.

4. In the *General Provisions* section, the following provision is replaced:

**Incontestability**

1. Of This Policy or Participation Under This Policy

All statements made by the Subscriber to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Subscriber.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested.

2. Of A Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

5. The following benefit is added to the *Description of Benefits* section:

**AMBULANCE BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the Covered Person requires ambulance services due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

The Covered Person must be transported by ambulance to a Hospital and admitted as an inpatient. Any payment will be paid directly to the ambulance provider rendering such service if such provider has not received payment for such service from any other source and includes the following statement on the face of each bill: "NOTICE: This bill subject to mandatory assignment pursuant to Connecticut general statutes."

In the event any Covered Person is covered under more than one policy, the Hospital Policy will be primary and pay benefits.

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**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.  
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6. The following Conversion Privilege section applies:

**Conversion Privilege**

1. If the Covered Person's insurance or any portion of it ends for a reason other than non-payment of premium, the Covered Person's Age or those reasons described in Paragraph 2 below, the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may not apply for an amount greater than his coverage under this Group Policy less the amount of any other group accident insurance for which he becomes eligible within 31 days after the date coverage under this Group Policy terminated. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk.

The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended. If the Covered Person dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
  - a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
  - b. \$10,000.

**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. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild who resides with the Employee;
4. child for whom the Employee is 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.
5. unmarried grandchild who is under 21 years of age and who is in the legal custody of and residing with the Employee.

2. In the *Common Exclusions* section, item 11 is replaced with the following:

11. 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;

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 given at least 60 days prior to such premium due date. Failure by Subscriber to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid. Cancellation for nonpayment of premium or failure to meet the requirements for being a group will not be subject to this 60 day requirement.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

**Conformity with Statutes**

Any provisions in conflict with the requirements of Louisiana or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

**Massachusetts residents:**

Under the *Eligibility and Effective Date Provisions* section, the following is added:

**Continuation of Insurance after leaving the group**

If a Covered Person leaves the group covered under the Policy, insurance for such Covered Person will be continued until the earliest of the following dates:

1. 31 days from the date the Covered Person leaves the group;
2. the date the Covered Person becomes eligible for similar benefits.

**Continuation of Insurance due to a Plant Closing or Partial Closing**

If an Employee leaves the group due to termination of employment resulting from a Plant Closing or Partial Closing, insurance for such Employee will be continued until the earliest of the following dates:

1. 90 days from the date of the Plant Closing or Partial Closing;
2. the date the Employee becomes eligible for similar benefits.

**Definitions:** For purposes of this provision:

**Plant Closing** means a permanent cessation or reduction of business at a facility which results or will result as determined by the director in the permanent separation of at least 90% of the employees of said facility within a period of six months prior to the date of certification or with such other period as the director shall prescribe, provided that such period shall fall within the six month period prior to the date of certification.

**Partial Closing** means a permanent cessation of a major discrete portion of the business conducted at a facility which results in the termination of a significant number of the employees of said facility and which affects workers and communities in a manner similar to that of Plant Closings.

**Missouri 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 *Totally Disabled or Total Disability* means either:
  - a) the inability of the Covered Person who is currently employed to perform the material and substantial duties of the Covered Person's occupation for a period of at least twelve months. After the initial benefit period, total disability shall mean the Covered Person's inability to perform the material and substantial duties of any occupation for which the Covered Person is qualified by education, training or experience; or
  - b) the 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.

**Montana residents:**

Under the *General Definitions* section, the definition of *Sickness* is replaced with the following:

**Sickness** A physical or mental illness including pregnancy

**New Hampshire residents:**

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.
2. If applicable, the definition of Emergency Room Treatment is replaced with the following:

**Emergency Room Treatment** Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition that manifests itself by symptoms of sufficient severity that in the absence of immediate medical attention could be expected to result in any of the following:

1. serious jeopardy to the covered Employee's health;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

3. The definition of Hospital is replaced with the following.

**Hospital** An institution that meets all of the following:

1. it is operated pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

**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.

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- 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. the Covered Person was driving a Private Passenger Automobile at the time of the Covered Accident that resulted in the Covered Loss; and he was intoxicated, as that term is defined by the laws of the state in which the Covered Accident occurred.

**Texas residents:**

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 26 years old. The initial coverage period for newborn children shall continue for a period of at least 31 days.
2. A child who is 26 or more years old, chiefly dependent on the Employee for support and maintenance and incapable of self-sustaining employment by reason of mental or physical disability.

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

1. natural child;
2. adopted child, including a child for whom the Employee is a party to a suit to seek the adoption of the child. It also means the adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
3. grandchild of the Employee who is a dependent on the Employee for federal income tax purposes at the time the application for coverage of such grandchild is made;
4. child for whom the Employee is required to provide medical support under court order;
5. stepchild who resides with the Employee and is financially dependent upon the Employee;

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6. 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.
7. a child of the Employee's Domestic Partner /Partner to a Civil Union, provided the child is living with, and is financially dependent upon the Employee;

**Vermont residents:**

To the extent the Policy provides insurance coverage to a spouse, the identical consideration must be applied to same sex marriages and civil unions. The language is as follows:

1. Civil Union Partner means:
  - a. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until: (1) the civil union is dissolved under applicable law; or (2) either the Employee or the Civil Union Partner marries another person.
2. Spouse means:
  - a. "Lawful spouse" and includes a lawful spouse of the same sex.
  - b. This also includes a partner to a civil union recognized under Vermont Law.

**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**

Totally Disabled or Total Disability means either:

  1. inability of the Covered Person who is currently employed to perform substantially all of the material duties of his job, or any other job 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.

Signed for the  
**Life Insurance Company of North America**



Matthew G. Manders, President

GA-00-3000.00

DocuSign Envelope ID: 5739DB53-BE23-4F84-AA77-966A8C6D3FF9

**LIFE INSURANCE COMPANY OF NORTH AMERICA**  
**Philadelphia, PA 19192-2235**

We, Avago Technologies U.S. Inc., a Broadcom Limited Company, whose main office address is San Jose, CA, hereby approve and accept the terms of Group Policy Number OK 969060 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE MANUFACTURING INDUSTRY. We acknowledge that benefits will be provided in accordance with the terms and provisions of the policy, which will be the sole contract under which benefits are paid.

This application is to be signed.

DocuSigned by:  
*Mark Younes*  
Sign: 2A8B3586D05D4DD...

Date: 12/9/2016 | 13:33:06 PM EST

Title: Sr. Manager - Global Benefits

Avago Technologies U.S. Inc., a Broadcom Limited Company

TL-008890

**LINAJMPOL000111**



**Life Insurance Company of North America**  
**1601 Chestnut Street**  
**Philadelphia, Pennsylvania 19192-2235**

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**AMENDMENT**

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry

Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company

Policy No.: OK - 969060

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

Subscriber and We hereby agree that the Policy is amended as follows:

Effective January 1, 2020, the following rates will remain in force for Class 1 for coverage under the Policy:

Premium Rate:

Basic Insurance

Employee Rate: \$0.012 per \$1,000

Voluntary Insurance

Employee Rate: \$0.02 per \$1,000

Spouse Rate: \$0.03 per \$1,000

Child Rate: \$0.03 per \$1,000

No change in rates will be made until 12 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

Except for the above, this Amendment does not change the Policy in any way.

**Life Insurance Company of North America**



William J. Smith, President

Date: August 14, 2019

Amendment No. 01

GA-00-4000.00

**LINAJMPOL000112**

**Life Insurance Company of North America**  
**1601 Chestnut Street**  
**Philadelphia, Pennsylvania 19192-2235**

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**AMENDMENT**

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry

Subscriber: Avago Technologies U.S. Inc., a Broadcom Limited Company

Policy No.: OK - 969060

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

Subscriber and We hereby agree that the Policy is amended as follows:

Effective January 1, 2021, the following rates will remain in force for Class 1 for coverage under the Policy:

Premium Rate:

Basic Insurance

Employee Rate: \$0.012 per \$1,000

Voluntary Insurance

Employee Rate: \$0.02 per \$1,000

Spouse Rate: \$0.03 per \$1,000

Child Rate: \$0.03 per \$1,000

No change in rates will be made until 24 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

Except for the above, this Amendment does not change the Policy in any way.

**Life Insurance Company of North America**



William J. Smith, President

Date: September 21, 2020

Amendment No. 02

GA-00-4000.00

**LINAJMPOL000113**

**Life Insurance Company of North America**  
**1601 Chestnut Street**  
**Philadelphia, Pennsylvania 19192-2235**

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**AMENDMENT**

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry

Subscriber: Avago Technologies U.S. Inc. dba Broadcom Limited      Policy No.: OK - 969060

**PLEASE READ**

**IMPORTANT:** The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

**LINAJMPOL000114**

**Life Insurance Company of North America**  
**1601 Chestnut Street**  
**Philadelphia, Pennsylvania 19192-2235**

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**AMENDMENT**

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry

Subscriber: Avago Technologies U.S. Inc. dba Broadcom Limited Policy No.: OK - 969060

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

Subscriber and We hereby agree that the Policy is amended as follows:

Effective November 1, 2021, the Subscriber's name is changed to:

Broadcom, Inc. and Affiliate Companies

Except for the above, this Amendment does not change the Policy in any way.

**Life Insurance Company of North America**

A handwritten signature in dark ink, appearing to read "Scott Berlin", is written over a light blue rectangular background.

Scott Berlin, President

Date: November 3, 2021

Amendment No. 03

GA-00-4000.00

**LINAJMPOL000115**

**Life Insurance Company of North America**  
**1601 Chestnut Street**  
**Philadelphia, Pennsylvania 19192-2235**

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**AMENDMENT**

Policyholder: Trustee of the Group Insurance Trust for Employers in the Services Industry

Subscriber: Broadcom, Inc. and Affiliate Companies

Policy No.: OK - 969060

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

Subscriber and We hereby agree that the Policy is amended as follows:

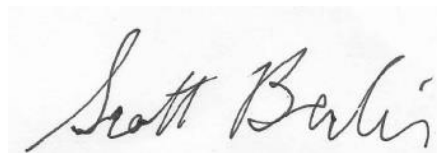
Effective January 1, 2023, the following rates will remain in force for Class 1 for coverage under the Policy:

|               |                                    |
|---------------|------------------------------------|
| Premium Rate: | <u>Basic Insurance</u>             |
|               | Employee Rate: \$0.012 per \$1,000 |
|               | <u>Voluntary Insurance</u>         |
|               | Employee Rate: \$0.02 per \$1,000  |
|               | Spouse Rate: \$0.03 per \$1,000    |
|               | Child Rate: \$0.03 per \$1,000     |

No change in rates will be made until 48 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

Except for the above, this Amendment does not change the Policy in any way.

**Life Insurance Company of North America**



Scott Berlin, President

Date: February 1, 2023

Amendment No. 04

GA-00-4000.00

**LINAJMPOL000116**

**Life Insurance Company of North America**  
**1601 Chestnut Street**  
**Philadelphia, Pennsylvania 19192-2235**

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**AMENDMENT**

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry

Subscriber: Broadcom, Inc. and Affiliate Companies

Policy No.: OK - 969060

**PLEASE READ**

**IMPORTANT:** The attached amendment to your policy has been made at your request, and will be effective on the date shown within the amendment. Please review this amendment immediately and confirm that it accurately reflects your request and is consistent with your intentions. If amended certificates have been provided, please review these as well. If there are any errors or discrepancies, please notify your account manager or account service representative immediately. If you have not notified your account manager or account service representative of any errors or concerns, continued payment of premium more than 31 days after delivery of this amendment will be deemed acceptance of this amendment.

**LINAJMPOL000117**

**Life Insurance Company of North America**  
**1601 Chestnut Street**  
**Philadelphia, Pennsylvania 19192-2235**

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**AMENDMENT**

Policyholder: Trustee of the Group Insurance Trust for Employers in the Manufacturing Industry

Subscriber: Broadcom, Inc. and Affiliate Companies

Policy No.: OK - 969060

This amendment will be in effect only for Covered Employees in Active Service on the Effective Date(s) shown below. If an Employee is not in Active Service on the date he would otherwise become eligible, he will become eligible on the date he returns to Active Service.

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

Subscriber and We hereby agree that the Policy is amended as follows:

Effective January 1, 2024, the following shall be added to the Schedule of Affiliates under the Policy:

| <u><b>AFFILIATE NAME</b></u> | <u><b>LOCATION</b></u> | <u><b>EFFECTIVE DATE</b></u> |
|------------------------------|------------------------|------------------------------|
| VMware, Inc.                 | Palo Alto, CA          | January 1, 2024              |

Except for the above, this Amendment does not change the Policy in any way.

**Life Insurance Company of North America**



Scott Berlin, President

Date: September 29, 2023

Amendment No. 05

GA-00-4000.00

**LINAJMPOL000118**

# Exhibit 2



| STATE OF COLORADO                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------|
| CERTIFICATION OF VITAL RECORD                                                                                                                                                                                                                                                                                                                                                                                                    |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| CERTIFICATE OF DEATH                                                                                                                                                                                                                                                                                                                                                                                                             |                               |                                                                                                  |                                                                      |                                            | STATE FILE NUMBER 1052025029301                                                         |                                                                            |                                                            |                                                    |                                                   |
| DECEDENT'S LEGAL NAME<br>JUAN JESSUS MIRELES JR.                                                                                                                                                                                                                                                                                                                                                                                 |                               |                                                                                                  |                                                                      |                                            | DATE OF DEATH<br>AUGUST 05, 2025                                                        |                                                                            |                                                            |                                                    |                                                   |
| SEX<br>MALE                                                                                                                                                                                                                                                                                                                                                                                                                      | SOCIAL SECURITY<br>[REDACTED] | AGE-Last Birthday (Years)<br>40                                                                  | UNDER 1 YEAR<br>Months Days                                          |                                            | UNDER 1 DAY<br>Hours Minutes                                                            |                                                                            | DATE OF BIRTH (Mo/Day/Yr)<br>[REDACTED]                    |                                                    | BIRTHPLACE (State or Foreign Country)<br>COLORADO |
| IF DEATH OCCURRED IN HOSPITAL                                                                                                                                                                                                                                                                                                                                                                                                    |                               |                                                                                                  | IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL<br>DECEDENT'S HOME |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| Facility Name (If not institution, give street & number)<br>8767 COLORADO 14                                                                                                                                                                                                                                                                                                                                                     |                               |                                                                                                  |                                                                      | CITY, TOWN OR LOCATION OF DEATH<br>BELLVUE |                                                                                         |                                                                            | COUNTY OF DEATH<br>LARIMER                                 |                                                    |                                                   |
| RESIDENCE - STREET AND NUMBER<br>8767 COLORADO 14                                                                                                                                                                                                                                                                                                                                                                                |                               |                                                                                                  |                                                                      |                                            |                                                                                         | APT. NO.<br>[REDACTED]                                                     | ZIP CODE<br>80512                                          | INSIDE CITY LIMITS<br>NO                           |                                                   |
| RESIDENCE STATE<br>COLORADO                                                                                                                                                                                                                                                                                                                                                                                                      |                               |                                                                                                  | COUNTY<br>LARIMER                                                    |                                            |                                                                                         | CITY OR TOWN<br>BELLVUE                                                    |                                                            |                                                    |                                                   |
| DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired)<br>WAREHOUSE PRODUCTION                                                                                                                                                                                                                                                                                                     |                               |                                                                                                  |                                                                      |                                            | KIND OF BUSINESS/INDUSTRY<br>MANUFACTURING                                              |                                                                            | DECEDENT'S EDUCATION<br>SOME COLLEGE CREDIT, BUT NO DEGREE |                                                    |                                                   |
| DECEDENT OF HISPANIC ORIGIN<br>MEXICAN/MEXICAN-AMERICAN/CHICANO                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                  |                                                                      |                                            | DECEDENT'S RACE<br>WHITE                                                                |                                                                            |                                                            |                                                    |                                                   |
| EVER IN US ARMED FORCES<br>NO                                                                                                                                                                                                                                                                                                                                                                                                    |                               | MARITAL STATUS AT TIME OF DEATH<br>MARRIED                                                       |                                                                      |                                            | SPOUSE/PARTNER NAME (If wife give name prior to first marriage)<br>LATOYA DANIELLE MESA |                                                                            |                                                            |                                                    |                                                   |
| FATHER'S NAME<br>JUAN JESUS MIRELES SR.                                                                                                                                                                                                                                                                                                                                                                                          |                               |                                                                                                  |                                                                      |                                            | MOTHER'S NAME PRIOR TO FIRST MARRIAGE<br>ANNE G. EREBIA                                 |                                                                            |                                                            |                                                    |                                                   |
| INFORMANT'S NAME<br>ANNE EREBIA                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                                                                                                  |                                                                      |                                            | INFORMANT'S RELATIONSHIP TO DECEASED<br>PARENT                                          |                                                                            |                                                            |                                                    |                                                   |
| NAME OF FUNERAL HOME<br>STODDARD FUNERAL HOME                                                                                                                                                                                                                                                                                                                                                                                    |                               |                                                                                                  |                                                                      |                                            | CITY AND STATE OF FUNERAL HOME<br>GREELEY COLORADO                                      |                                                                            |                                                            | WAS CORONER NOTIFIED<br>YES                        |                                                   |
| METHOD OF DISPOSITION<br>BURIAL-CEMETERY                                                                                                                                                                                                                                                                                                                                                                                         |                               | PLACE OF DISPOSITION<br>SUNSET MEMORIAL GARDENS                                                  |                                                                      |                                            |                                                                                         | LOCATION - CITY, COUNTY, STATE<br>GREELEY WELD COLORADO                    |                                                            |                                                    |                                                   |
| INJURY AT WORK<br>NO                                                                                                                                                                                                                                                                                                                                                                                                             |                               | IF TRANSPORTATION RELATED, SPECIFY                                                               |                                                                      |                                            | DATE OF INJURY<br>AUGUST 05, 2025                                                       |                                                                            | TIME OF INJURY<br>01:37 MILITARY                           |                                                    |                                                   |
| PLACE OF INJURY<br>HOME-DECEDENT RESIDENCE                                                                                                                                                                                                                                                                                                                                                                                       |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| LOCATION OF INJURY (Street & Number, Apt. No., City or Town, County, State, ZipCode)<br>8767 COLORADO 14 BELLVUE, LARIMER, COLORADO, 80512                                                                                                                                                                                                                                                                                       |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| DESCRIBE HOW INJURY OCCURRED<br>CAUGHT IN HOUSE FIRE                                                                                                                                                                                                                                                                                                                                                                             |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| WAS DECEDENT UNDER HOSPICE CARE<br>NO                                                                                                                                                                                                                                                                                                                                                                                            |                               | ACTUAL OR PRESUMED TIME OF DEATH<br>01:37 MILITARY                                               |                                                                      |                                            | DATE PRONOUNCED DEAD (MO/DAY/YR)<br>AUGUST 05, 2025                                     |                                                                            | TIME PRONOUNCED DEAD<br>15:43 MILITARY                     |                                                    |                                                   |
| MANNER OF DEATH<br>ACCIDENT                                                                                                                                                                                                                                                                                                                                                                                                      |                               |                                                                                                  | WAS AN AUTOPSY PERFORMED<br>YES                                      |                                            |                                                                                         | WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING THE CAUSE OF DEATH?<br>YES |                                                            |                                                    |                                                   |
| CAUSE OF DEATH                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| PART I                                                                                                                                                                                                                                                                                                                                                                                                                           |                               | Enter the chain of events - diseases, injuries, or complications that directly caused the death. |                                                                      |                                            |                                                                                         |                                                                            |                                                            | Approximate interval:<br>Onset to death<br>MINUTES |                                                   |
| IMMEDIATE CAUSE (Final disease or condition resulting in death)                                                                                                                                                                                                                                                                                                                                                                  |                               | a COMBINED EFFECTS OF THERMAL INJURIES AND SMOKE INHALATION                                      |                                                                      |                                            |                                                                                         |                                                                            |                                                            | [REDACTED]                                         |                                                   |
| [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                       |                               | b [REDACTED]                                                                                     |                                                                      |                                            |                                                                                         |                                                                            |                                                            | [REDACTED]                                         |                                                   |
| [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                       |                               | c [REDACTED]                                                                                     |                                                                      |                                            |                                                                                         |                                                                            |                                                            | [REDACTED]                                         |                                                   |
| [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                       |                               | d [REDACTED]                                                                                     |                                                                      |                                            |                                                                                         |                                                                            |                                                            | [REDACTED]                                         |                                                   |
| Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death)                                                                                                                                                                                                                                                         |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| PART II Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I                                                                                                                                                                                                                                                                                                       |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF PHYSICIAN                                                                                                                                                                                                                                                                                                                                                                           |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            | DATE SIGNED                                                |                                                    |                                                   |
| TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF CORONER<br>FORENSIC PATHOLOGIST JOSEPH K WHITE 1800 PROSPECT PARKWAY FORT COLLINS, COLORADO, 80525                                                                                                                                                                                                                                                                                  |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            | DATE SIGNED<br>AUGUST 29, 2025                             |                                                    |                                                   |
| DATE FILED BY REGISTRAR<br>AUGUST 27, 2025                                                                                                                                                                                                                                                                                                                                                                                       |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| AMENDED                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| DATE ISSUED SEPTEMBER 03, 2025                                                                                                                                                                                                                                                                                                                                                                                                   |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| THIS IS A TRUE CERTIFICATION OF NAME AND FACTS AS RECORDED IN THIS OFFICE. Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if a person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED. |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| A. ALEX QUINTANA<br>STATE REGISTRAR                                                                                                                                                                                                                                                                                                                                                                                              |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| REV 01/19                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |
| ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                                 |                               |                                                                                                  |                                                                      |                                            |                                                                                         |                                                                            |                                                            |                                                    |                                                   |

# Exhibit 3

NYL - GBS

GROUP BENEFIT  
SOLUTIONS

NOV 13 2025

Life Insurance Company of North America  
Connecticut General Life Insurance Company  
New York Life Group Insurance Company of NY

MAILROOM

## Preference Beneficiary's Affidavit

**IMPORTANT:** This affidavit should be completed by a person who is a member of the first surviving class of the classes of beneficiaries described in questions 2, 3, 4, or 5 below who need only answer the questions up to and including the class of which he/she is a member. If none in those classes survives, then all questions must be completed by the executor or administrator of the insured's estate. If additional space is required, use reverse side showing number of question being answered.

Anne G Ceranados Ortiz Mother of Insured, being first duly sworn, depose and says:  
(Name of Person Making Affidavit and Relationship to Insured)

That Juan Jessus Mireles, Jr, who died on 8/5/2025 was Insured under Policy Number FLX 967552/ OK 969060 in connection with the Group Life Insurance and/or Accidental Death and Dismemberment Policy of Broadcom, Inc. and Affiliate Companies.

I understand that in the absence of a beneficiary designated by the Insured or surviving at the death of the Insured, payment will be made in accordance with the terms of the applicable policy.

That for the purpose of inducing the Insurer to recognize the person(s) named herein as potential beneficiaries entitled to payment under the policy, the undersigned does answer as follows and agrees to reimburse the Insurer for any improper payment which is made based upon the information contained in this affidavit.

**IMPORTANT:** If answers to Questions 2, 3, 4 and 5 are "No", the foregoing must be completed in full by the executor or administrator of the Insured's estate and accompanied by a certified copy of the court appointment of said executor or administrator.

|                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Was a beneficiary previously designated who predeceased the Insured? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If "Yes", give name, relationship and date of death.                                                                                                                                                                                                                                 | Name<br>Relationship<br>Date of Death                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2. Did the Insured leave a widow or widower surviving?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If "Yes", complete as indicated.                                                                                                                                                                                                                                                                   | Name<br>Address (Street) (City) (State) (Zip Code)<br>Telephone Number Social Security Number<br>Date of Birth Date of Death (if applicable)<br>Date of Marriage to Employee Type of Ceremony                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3. If the answer to Question 2 is "No", was the Insured survived by any children (including illegitimate and legally adopted children and excluding stepchildren)?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Total number of Children <u>4</u><br>If "Yes", give their names, addresses, dates of birth, social security numbers and dates of death if applicable. (Attach separate page if needed) | Name <u>Naliyah Mireles</u><br>Address (Street) (City) (State) (Zip Code) <u>3510 Montrose St. Evans CO 80632</u><br>Telephone Number <u>970-631-4400</u> Social Security Number<br>Date of Birth <u>[REDACTED]</u> Date of Death (if applicable) <u>N/A</u><br>Name <u>[REDACTED]</u><br>Address (Street) (City) (State) (Zip Code) <u>[REDACTED]</u><br>Telephone Number <u>[REDACTED]</u> Social Security Number<br>Date of Birth <u>[REDACTED]</u> Date of Death (if applicable) <u>N/A</u><br>Name <u>[REDACTED]</u><br>Address (Street) (City) (State) (Zip Code) <u>[REDACTED]</u><br>Telephone Number <u>[REDACTED]</u> Social Security Number<br>Date of Birth <u>[REDACTED]</u> Date of Death (if applicable) <u>N/A</u><br>Name <u>[REDACTED]</u><br>Address (Street) (City) (State) (Zip Code) <u>[REDACTED]</u><br>Telephone Number <u>[REDACTED]</u> Social Security Number<br>Date of Birth <u>[REDACTED]</u> Date of Death (if applicable) <u>N/A</u> |

00026 7371454 000055 000109 0002/0004



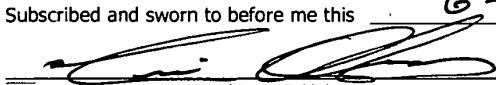
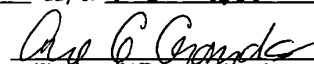
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--|---------------------------------------------------------------------------------------------------------|--|--------------------------------------|-----------------------------------|--------------------------|------------------------------------------|------|--|--------------------------------------------|--|------------------|------------------------|---------------|-------------------------------|------|--|--------------------------------------------|--|------------------|------------------------|---------------|-------------------------------|------|--|--------------------------------------------|--|------------------|------------------------|---------------|-------------------------------|
| <p>4. If the answers to Questions 2 and 3 are "No", did the parents of the Insured or either of them survive the Insured?</p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>If "Yes", give names, addresses, dates of birth, social security numbers and dates of death. (Use additional space below or attach a separate page if needed)</i></p>                                                                                                                                                                              | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">Name <u>Anne G Granados Ortiz</u></td></tr> <tr><td colspan="2">Address (Street) <u>1307 4th Street</u> (City) <u>Greeley</u> (State) <u>CO</u> (Zip Code) <u>80631</u></td></tr> <tr><td>Telephone Number <u>970-388-1222</u></td><td>Social Security Number [REDACTED]</td></tr> <tr><td>Date of Birth [REDACTED]</td><td>Date of Death (if applicable) <u>N/A</u></td></tr> <tr><td colspan="2">Name</td></tr> <tr><td colspan="2">Address (Street) (City) (State) (Zip Code)</td></tr> <tr><td>Telephone Number</td><td>Social Security Number</td></tr> <tr><td>Date of Birth</td><td>Date of Death (if applicable)</td></tr> </table>                                                                                                                                                                                                                                                                                                                                                          | Name <u>Anne G Granados Ortiz</u> |  | Address (Street) <u>1307 4th Street</u> (City) <u>Greeley</u> (State) <u>CO</u> (Zip Code) <u>80631</u> |  | Telephone Number <u>970-388-1222</u> | Social Security Number [REDACTED] | Date of Birth [REDACTED] | Date of Death (if applicable) <u>N/A</u> | Name |  | Address (Street) (City) (State) (Zip Code) |  | Telephone Number | Social Security Number | Date of Birth | Date of Death (if applicable) |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
| Name <u>Anne G Granados Ortiz</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
| Address (Street) <u>1307 4th Street</u> (City) <u>Greeley</u> (State) <u>CO</u> (Zip Code) <u>80631</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
| Telephone Number <u>970-388-1222</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Social Security Number [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
| Date of Birth [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Date of Death (if applicable) <u>N/A</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
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| Telephone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Social Security Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
| Date of Birth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Date of Death (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
| <p><b>If you have provided information identifying one or more children, STOP. Information regarding siblings is not needed.</b></p> <p>5. If the answers to Questions 2, 3, and 4 are "No", was the Insured survived by any brothers or sisters of whole or half blood?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Total number of Siblings    <u>    </u></p> <p><i>If "Yes", give names, addresses, dates of birth, social security numbers and dates of death. (Use additional space below or attach separate page if needed)</i></p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">Name</td></tr> <tr><td colspan="2">Address (Street) (City) (State) (Zip Code)</td></tr> <tr><td>Telephone Number</td><td>Social Security Number</td></tr> <tr><td>Date of Birth</td><td>Date of Death (if applicable)</td></tr> <tr><td colspan="2">Name</td></tr> <tr><td colspan="2">Address (Street) (City) (State) (Zip Code)</td></tr> <tr><td>Telephone Number</td><td>Social Security Number</td></tr> <tr><td>Date of Birth</td><td>Date of Death (if applicable)</td></tr> <tr><td colspan="2">Name</td></tr> <tr><td colspan="2">Address (Street) (City) (State) (Zip Code)</td></tr> <tr><td>Telephone Number</td><td>Social Security Number</td></tr> <tr><td>Date of Birth</td><td>Date of Death (if applicable)</td></tr> <tr><td colspan="2">Name</td></tr> <tr><td colspan="2">Address (Street) (City) (State) (Zip Code)</td></tr> <tr><td>Telephone Number</td><td>Social Security Number</td></tr> <tr><td>Date of Birth</td><td>Date of Death (if applicable)</td></tr> </table> | Name                              |  | Address (Street) (City) (State) (Zip Code)                                                              |  | Telephone Number                     | Social Security Number            | Date of Birth            | Date of Death (if applicable)            | Name |  | Address (Street) (City) (State) (Zip Code) |  | Telephone Number | Social Security Number | Date of Birth | Date of Death (if applicable) | Name |  | Address (Street) (City) (State) (Zip Code) |  | Telephone Number | Social Security Number | Date of Birth | Date of Death (if applicable) | Name |  | Address (Street) (City) (State) (Zip Code) |  | Telephone Number | Social Security Number | Date of Birth | Date of Death (if applicable) |
| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
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| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
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| Date of Birth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Date of Death (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
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| Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |
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| Date of Birth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Date of Death (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                   |  |                                                                                                         |  |                                      |                                   |                          |                                          |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |      |  |                                            |  |                  |                        |               |                               |

Additional information:

**CAUTION:** Any person who, knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; (2) conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act. For residents of the following states, please see the last page of this form: **Arizona, California, Colorado, District of Columbia, Florida, Kansas, Kentucky, Louisiana, Maryland, Minnesota, New Jersey, Oregon, Pennsylvania, Puerto Rico, Rhode Island, Tennessee, Texas, Virginia or Washington.**

**NEW YORK FRAUD WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5000 and the stated value of the claim for each such violation.

Subscribed and sworn to before me this 6<sup>th</sup> day of November, 2025

(Notary Public)
(Signature of Affiant - First Name)
(Initial)
(Surname)

Case Manager Name \_\_\_\_\_ (First Name) \_\_\_\_\_ (Last Initial)

Name of Insured \_\_\_\_\_

IRVIN ORNELAS ARREOLA  
 NOTARY PUBLIC - STATE OF COLORADO  
 NOTARY ID 20224046938  
 MY COMMISSION EXPIRES DEC 14, 2026

Pittsburgh Claim Service Center  
P.O. Box 22328  
Pittsburgh, PA 15222-0328  
1-800-288-2125 Toll Free

000386 1010135 0000000 000975 001950 02/04

# Exhibit 4



## POLICY VERIFICATION



Assignment #: **239-1720**

Request Date: **09/15/2025**

Firm Name Stoddard Funeral Home - 4184

Firm Contact Ann Dougherty Phone (970) 330-7301 Fax \_\_\_\_\_

Contact Email ann.dougherty@dignitymemorial.com Location 4184

Deceased Name Juan Jesus Mireles Jr.

Date of Birth (DOB) [REDACTED] Date of Death (DOD) 08/05/2025

Deceased SSN [REDACTED] Cause of Death Accident

Insurance Company New York Life Group Benefit Solutions (Cigna Group)

Policy Number(s) FLX967552 [REDACTED]

Verify Amount \$19,617.61 Other assignment on this insurance policy? No

### GROUP POLICY INFORMATION:

Employer Broadcam Contact Landon Bradshaw Phone 5122710444

Employee \_\_\_\_\_ SSN \_\_\_\_\_

| Funeral Account    | Pre-Need Funeral Account | Cemetery Account                    | Pre-Need Cemetery Account | Other Account      |               |
|--------------------|--------------------------|-------------------------------------|---------------------------|--------------------|---------------|
| <u>[REDACTED]</u>  | <u>[REDACTED]</u>        | <u>[REDACTED]</u>                   | <u>[REDACTED]</u>         | <u>[REDACTED]</u>  |               |
| Funeral Amount     | Pre-Need Funeral Amount  | Cemetery Amount                     | Pre-Need Cemetery Amount  | Other Amount       | Cash Amount   |
| <u>\$11,122.79</u> | <u>\$0.00</u>            | <u>\$7,532.08</u>                   | <u>\$0.00</u>             | <u>\$0.00</u>      | <u>\$0.00</u> |
| Requested Amount   |                          | American Funeral Financial, LLC Fee |                           | Total Amount       |               |
| <u>\$18,654.87</u> |                          | <u>\$962.74</u>                     |                           | <u>\$19,617.61</u> |               |

### Beneficiary(ies) Signatures:

|                               |         |         |
|-------------------------------|---------|---------|
| x <u><i>Anne Granados</i></u> | x _____ | x _____ |
| Anne Granados                 | _____   | _____   |
| x _____                       | x _____ | x _____ |
| _____                         | _____   | _____   |
| x _____                       | x _____ | x _____ |
| _____                         | _____   | _____   |





# INSURANCE ASSIGNMENT

Assignment #: **239-1720**

Mail (Payments ONLY) to: P.O. Box 57250, Salt Lake City, UT 84157-0250

All Other Correspondence: P.O. Box 7070 · Rainbow City, AL 35906

The undersigned beneficiary(ies) (collectively "I" or "We") under the insurance policy, certificate, or annuity ("Policy"), or being the person(s) equitably entitled to the benefits thereunder on:

Insurance Company: **New York Life Group Benefit Solutions (Cigna Group)**Policy Number(s): **FLX967552**On the life of: **Juan Jesus Mireles Jr.**Date of Death: **08/05/2025**Do irrevocably assign, set over and transfer unto American Funeral Financial, LLC (AFF) the total assignment amount of: **\$19,617.61** to be paid fromthe benefits of this policy for services rendered by **Stoddard Funeral Home - 4184** funeral home / cemetery.

The consideration for this assignment is (1) payment by AFF for services rendered by the Firm, which services have been accepted by Me, and/or (2) payment of proceeds of the Policy. I hereby direct the above-named insurance company to pay the amount assigned as stated above, plus statutory interest from deceased's date of death until the claim is paid including any unearned premiums, to American Funeral Financial, LLC (AFF), making the check for the assignment proceeds payable solely to AFF, and not jointly to Me and AFF. If after this assignment any payment of the assigned proceeds are paid to Me by the above-named insurance company, then I recognize that the funds will have been paid in error and agree that these proceeds are voided and will notify the insurance company. The insurance company immediately pays these funds to AFF. I grant AFF permission to obtain from the insurance company, and the insurance company permission to provide, all information and documentation necessary for filing of the claim. Moreover, separately from the assignment, I represent and warrant that: (a) I have the sole right to obtain proceeds of the policy, (b) all premiums for the policy have been paid, and (c) there are no loans against or assignments of the policy. Please note that AFF has a relationship with the funeral home and / or cemetery pursuant to which a portion of the fee we charge for our service will be provided to the funeral home and / or cemetery in the form of a rebate.

## Power of Attorney

This Power of Attorney is to be interpreted broadly and is meant to include and incorporate any powers set forth previously herein to assign and grant these powers under a letter of testamentary. This Grant specifically empowers American Funeral Financial, LLC to apply for, sign claim forms, process, and receive insurance benefits for the amount of this assignment from the insurance policy benefits of the deceased. I authorize AFF to act on my behalf with regard to signing IRS Form W-9 (or an acceptable substitute) in my name. I confirm that I will be liable to American Funeral Financial, LLC for any and all loss or shortfall it suffers if the actual insurance policy benefits received are less than the amount of this assignment. I appoint AFF as my representative to act for Me with power to make collection of, compromise, and to endorse in My name any claim paperwork, any check or draft for the amount of this assignment. This authorization is irrevocable and is coupled with an interest. I also authorize the above-named insurance company and/or any organization or person acting as caretaker of the information about the Policy to give and release to the firm named above any and all information it requests regarding the Policy. I grant AFF permission to obtain all relevant information, including non-public personal information, requested by it to process all insurance claims hereunder, including obtaining certified copies of the death certificate for the deceased insured. Any recipient of this grant is hereby instructed to release any and all medical, personal or other information regarding the deceased or estate to American Funeral Financial, LLC and its agents and is hereby released from any liability regarding such. This Grant is further intended to inform any recipient of the Assignment of Benefits from the undersigned and estate to American Funeral Financial, LLC and to affirm that American Funeral Financial, LLC now possesses all rights to any benefits under this irrevocable assignment and is vested as sole owner/grantee of any such benefits. I agree that the above-named insurance company will not be liable to Me with regard to its release of information to AFF about the Policy. I acknowledge that I do not retain or keep any control over the funds assigned to AFF, and that the specified insurance proceeds are irrevocably assigned to AFF. If AFF should receive from the insurance company less than the amount assigned or represented by Me, I agree to immediately pay to AFF the amount of its loss or shortfall. If for any reason it becomes necessary for AFF to initiate legal proceedings against me, I understand that I am liable for all costs of collections, including but not limited to, reasonable attorney's fees, and court costs. I agree that the exclusive jurisdiction and venue for legal proceedings hereunder is Salt Lake County, Utah. **In the event the policy(s) is not enclosed, I certify that the policy(s) has been lost or destroyed.** If AFF determines that any portion of the assigned proceeds are to be paid to Me, I authorize AFF to pay Me directly at the address below.

Name: **Anne Granados**Address: **1307 4th Street**City: **Greeley** State: **CO** Zip: **80631**PH: **(970) 388-1222** DOB: **[REDACTED]** SSN: **[REDACTED]**Signature **X** *Anne Granados* Relation: **Mother**

Name:

Address:

City: State: Zip:

PH: DOB: SSN:

Signature **X** Relation:

Name:

Address:

City: State: Zip:

PH: DOB: SSN:

Signature **X** Relation:

Name:

Address:

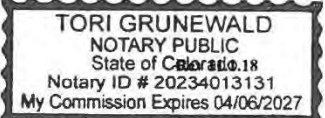
City: State: Zip:

PH: DOB: SSN:

Signature **X** Relation:

I, a Notary Public in the State of **Colorado**, County of **Weld**, do hereby certify that the person whose name is signed to the foregoing, personally appeared before me, and executed the foregoing irrevocable assignment to American Funeral Financial, LLC voluntarily on this, the **8** day of **October**, 20**25**.

*Tori Grunewald* (Notary Public) My commission expires: **04/06/2027**







GROUP BENEFIT  
SOLUTIONS

## Disclosure Authorization

Life Insurance Company of North America  
Connecticut General Life Insurance Company  
New York Life Group Insurance Company of NY

Deceased's Name: Juan Jesus Mireles Jr. Deceased's Date of Birth: [REDACTED]

I AUTHORIZE: any doctor, physician, healer, health care practitioner, hospital, clinic, other medical facility, professional, or provider of health care, medically related facility or association, medical examiner, pharmacy, employee assistance plan, insurance company, health maintenance organization or similar entity to give the Insurance Company named below (Company) or their employees and authorized agents or authorized representatives, any medical and nonmedical information or records that they may have concerning the deceased's health condition, or health history, or regarding any advice, care or treatment provided to the deceased. This information and/or records may include, but is not limited to: cause, treatment, diagnoses, prognoses, consultations, examinations, tests, prescriptions, or advice of the deceased's physical or mental condition, or other information concerning the deceased which may be needed to determine policy claim benefits with respect to the deceased. This may also include (but is not limited to) information concerning: mental illness, psychiatric, drug or alcohol use and any disability, and also HIV related testing, infection, illness, and AIDS (Acquired Immune Deficiency Syndrome), as well as communicable diseases and genetic testing. I understand that I may choose whether to receive the results of any laboratory tests or medical examinations performed. This information may also be extracted for use in audits or for statistical purposes.

I AUTHORIZE: any financial institution, accountant, tax preparer, insurance company or reinsurer, consumer reporting agency, insurance support organization, Insured's agent, employer, group policyholder, business associate, benefit plan administrator, family members, friends, neighbors or associates, governmental agency including the Social Security Administration or any other organization or person having knowledge of the deceased to give the Company or their employees and authorized agents, or authorized representatives, any information or records that they have concerning the deceased's occupation, activities, employee/employment records, earnings or finances, applications for insurance coverage, prior claim files and claim history, work history and work related activities.

I UNDERSTAND: the information obtained will be included as part of the proof of claim and will be used by the Company to determine eligibility for claim benefits, any amounts payable and to administer any other feature described in the plan with respect to the deceased. This authorization shall remain valid and apply to all records, information and events that occur over the duration of the claim, but not to exceed 24 months. A photocopy of this form is as valid as the original and I or my authorized representative may request one. I or my representative may revoke this authorization at any time as it applies to future disclosures by writing the Company. The information obtained will not be released to anyone EXCEPT: a) reinsuring companies; b) the Medical Information Bureau, Inc., which operates Health Claim Index (HCI); c) fraud or overinsurance detection bureaus; d) anyone performing business, medical or legal functions with respect to the claim; e) for audit or statistical purposes; f) as may be required or permitted by law; g) as I may further authorize. A valid authorization or court order for information does not waive other privacy rights.

If the medical information contains information regarding drug or alcohol abuse, I understand that the deceased's records may be protected under federal (42 CFR Part 2) and some state laws. To the extent permitted under law, I can ask the party that disclosed information to the Company to permit me to inspect and copy the information it disclosed. I understand that I can refuse to sign this disclosure authorization; however, if I do so, Company may deny my claim for benefits pursuant to the plan. The use and further disclosure of information disclosed hereunder may not be subject to the Health Insurance Portability and Accountability Act (HIPAA).

I hereby represent that I am authorized to execute this Disclosure Authorization for the release of this information.

Signature of Claimant or Claimant's  
Authorized Representative: *Chic Conrads*

Date: 10/08/2025

Relationship,  
if other than Claimant: \_\_\_\_\_

Claimant's Date of Birth: \_\_\_\_\_

"Company" refers to: Life Insurance Company of North America  
Connecticut General Life Insurance Company  
New York Life Group Insurance Company of NY

[CLICK TO SUBMIT](#)

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### Section D: Accidental Death Information

① Where and How Did the Accident Happen? Please Describe in Detail

House Fire which contributed  
to combined effects of thermal  
injuries and smoke inhalation.

Date and Time of  
Accident

08/05/  
2025  
at  
1:37  
am

### Section E: Beneficiary Information

① Name of Beneficiary (Last Name) (First Name) (Middle Initial) Date of Birth Social Security Number Sex

Granados, Anne Grace

☐ M ☒ F

Mailing Address (Street) (City) (State) (Zip Code) Relationship to Deceased Daytime Telephone Number

1307 4th Street - Greeley mother 970-388-1222

Email Address co. 80631

Name and Address of Legal Guardian if Beneficiary is A Minor If guardianship of the minor's estate has been established, please attach court order.

Did the Deceased convert or port his/her life insurance coverage prior to his/her death? ☐ Yes ☒ No

If claiming voluntary life or basic and/or voluntary AD&D benefits, please list all hospital, clinics or physicians that treated the deceased within the past 5 years.

| Name | Phone Number | Complete Address | Treatment Period |
|------|--------------|------------------|------------------|
|------|--------------|------------------|------------------|

### Tax Certification

Under penalties of perjury, I (as owner named) certify: (1) my social security number or Tax ID number shown on this application is my correct taxpayer identification number, (2) I am not subject to backup withholding because (a) I am exempt from backup withholding; or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividend income; or (c) the IRS has notified me that I am no longer subject to backup withholding, (3) I am a U.S. person (includes a U.S. resident alien), and (4) the FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Please note: if being submitted for a U. S. account, this last certification (4) does not apply).

☐ Check this box if the IRS has notified you that you are subject to backup withholding.

If I am a U.S. entity, I am submitting a completed IRS Form W-9.

If am not a U.S. Citizen, U.S. resident alien or other U.S. person, I am submitting the applicable IRS Form W-8 with this form to certify my foreign status and, if applicable, claim treaty benefits.

**The Internal Revenue Service Does Not Require Your Consent To Any Provision Of This Document  
Other Than The Certification Required To Avoid Backup Withholding.**

I certify that the foregoing information is true, correct and complete to the best of my knowledge.

  
Beneficiary Signature

10/08/2025  
Date

# Exhibit 5



GROUP BENEFIT  
SOLUTIONS

Caley M.  
Accident Claims Specialist  
Extension: 110-2552

PO Box 22328  
Pittsburgh, PA 15222-0328

Telephone: 1-800-238-2125  
Fax: 203-678-7911

November 18, 2025

Anne Granados  
1307 4th Street  
Greeley, CO 80631

|                       |                                         |
|-----------------------|-----------------------------------------|
| Customer Name:        | Juan Jesus Mireles, Jr                  |
| Date of Birth:        | [REDACTED]                              |
| Policy Number:        | FLX 967552/ OK 969060                   |
| Underwriting Company: | Life Insurance Company of North America |

Dear Anne Granados:

I am sorry to learn about the death of Juan Jesus Mireles, Jr. We have completed our review of claim for Group Term Life and Accidental Death insurance and have determined that these benefits are not payable to you. I am writing to explain the outcome of the review.

In an effort to help you understand the basis of this decision, I have provided the applicable policy provisions below. In order to qualify for benefits, the details of your claim must satisfy all of the applicable policy provisions.

#### Policy Provisions

The Broadcom, Inc. and Affiliate Companies policy FLX 967552 states:

*To Whom Payable Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate.*

The Broadcom, Inc. and Affiliate Companies policy OK 969060 states:

*Payment of Claims All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions.*

*Beneficiary The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Subscriber... If there is no named beneficiary or surviving*

*beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:*

- 1. spouse;*
- 2. child or children;*
- 3. mother or father;*
- 4. sisters or brothers;*
- 5. estate of the Covered Person.*

#### Evidence Evaluated

We have reviewed the following documents in reaching this determination:

- Proof of Loss Claim Form
- State of Colorado Certificate of Death
- Enrollment Records
- Funeral Assignment from American Funeral Financial, LLC
- Correspondence with you on 10/21/2025
- Preference Beneficiary Affidavit (notarized and completed by yourself)
- Group Term Life and Accidental Death and Dismemberment policies FLX 967552/ OK 969060

#### Summary of Evidence

I extend my condolences to you for the profound loss you have suffered. Please understand that I must evaluate this claim based on the information available and the provisions under the policy.

We were notified on 10/15/2025 of your intent to make claim for Group Term Life and Accidental Death benefits for Juan Jessus Mireles, Jr. You also informed us on 10/21/2025 that you wished to contest any surviving class of next of kin which preceded yourself as beneficiary.

The Proof of Loss Claim Form and enrollment records from Broadcom Inc. and Affiliate Companies states no beneficiary was designated by Juan Jessus Mireles, Jr for Group Term Life and Accidental Death benefits. Based on the Certificate of Death and Preference Beneficiary Affidavit you completed, Juan Jessus Mireles, Jr. has surviving next of kin which precede any surviving parents.

The Group Term Life policy states *"if there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate."*

Similarly, the Accidental Death policy states *"if there is no named beneficiary or surviving beneficiary... we may make direct payment to the first surviving class of the following classes of persons:*

- 1. spouse;*
- 2. child or children;*
- 3. mother or father;*
- 4. sisters or brothers;*
- 5. estate of the Covered Person."*

As the documentation on file indicates there are surviving classes of next of kin which precede the surviving parents of the insured, any Group Term Life and Accidental Death benefits that may be due are not payable to you under policies FLX 967552 and OK 9696060.

Also, we received a funeral assignment from American Funeral Financial, LLC which you completed. Please be advised, that as you are not a member of the first class of surviving next of kin, you are not a beneficiary, and we are unable to direct any payable Group Term Life or Accidental Death benefits to you. As such, you are also not authorized to assign any benefits under these policies.

### Appeal Rights

This action is based on the information in our file. If you are not satisfied or do not agree with the reason(s) for the denial of your claim, you may appeal the decision to:

New York Life Insurance  
Appeals Team  
P.O. Box 16491  
Pittsburgh, PA 15242  
Attn: Mike J. Ext. 1101658  
[LAAppeals@NewYorkLife.com](mailto:LAAppeals@NewYorkLife.com)  
Fax # 212-252-5698

The appeal must be in writing, submitted within 60 days of the date you receive this letter and may contain the following information:

- The reason for the appeal and/or disagreement,
- the Insured's name and social security number, and
- proof of a valid beneficiary designation or that there was no surviving class of next of kin which precedes that of Juan Jesus Mireles, Jr's surviving parents at the time of his death. This may include but is not limited to additional enrollment records on file with the plan administrator.

Under normal circumstances, you will be notified of the final decision within 60 days of the date your request for review is received. If there are special circumstances requiring delay, you will be notified of the final decision no later than 120 days after your request. You have a right to bring a legal action for benefits under the Employee Retirement Income Security Act of 1974 if your claim is denied on appeal. You may request copies of our claim file records relevant to the claim determination upon request and free of charge.

Nothing contained in this letter should be construed as a waiver of any rights or defenses under the policy. The determination has been made in good faith and without prejudice under the terms and conditions of the contract, whether or not specifically mentioned herein. Should you have any information which would prove contrary to our findings, please submit it. We would be pleased to review any objective information you would wish to submit.

We encourage you to either contact the Broadcom, Inc. and Affiliate Companies' employee benefits department or review the insurance booklet, certificate or coverage information made available to you, to determine if you are eligible for additional benefits.

If you have any questions, please call me. You may reach me at our toll free number 1-800-238-2125 extension 110-2552 from 8:00 a.m. to 4:30 p.m. Eastern Time, Monday through Friday or

email me at [AccidentTeam@NewYorkLife.com](mailto:AccidentTeam@NewYorkLife.com). (Callers outside the United States please dial 1-412-505-4100). If you call and get my voice mail, leave a message and your call will be returned within one business day.

Sincerely,

*Caley M.*

Caley M. Ext. 110-2552

# Exhibit 6





GROUP BENEFIT  
SOLUTIONS

Life Insurance Company of North America  
Connecticut General Life Insurance Company  
New York Life Group Insurance Company of NY

## Preference Beneficiary's Affidavit

**IMPORTANT:** This affidavit should be completed by a person who is a member of the first surviving class of the classes of beneficiaries described in questions 2, 3, 4, or 5 below who need only answer the questions up to and including the class of which he/she is a member. If none in those classes survives, then all questions must be completed by the executor or administrator of the insured's estate. If additional space is required, use reverse side showing number of question being answered.

*Katoya mesa*

(Name of Person Making Affidavit and Relationship to Insured)

, being first duly sworn, depose and says:

That **Juan Jesus Mireles, Jr.**, who died on **8/5/2025** was Insured under Policy Number **FLX 967552/ OK 969060** in connection with the Group Life Insurance and/or Accidental Death and Dismemberment Policy of **Broadcom, Inc. and Affiliate Companies**.

I understand that in the absence of a beneficiary designated by the Insured or surviving at the death of the Insured, payment will be made in accordance with the terms of the applicable policy.

That for the purpose of inducing the Insurer to recognize the person(s) named herein as potential beneficiaries entitled to payment under the policy, the undersigned does answer as follows and agrees to reimburse the Insurer for any improper payment which is made based upon the information contained in this affidavit.

**IMPORTANT:** If answers to Questions 2, 3, 4 and 5 are "No", the foregoing must be completed in full by the executor or administrator of the Insured's estate and accompanied by a certified copy of the court appointment of said executor or administrator.

|                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                  |                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| 1. Was a beneficiary previously designated who predeceased the Insured? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If "Yes", give name, relationship and date of death.                                                                                                                                                                                                                   | Name                                                                                                             |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Relationship                                                                                                     | Date of Death                            |
| 2. Did the Insured leave a widow or widower surviving?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If "Yes", complete as indicated.                                                                                                                                                                                                                                                     | Name <i>Katoya D. mesa</i>                                                                                       |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Address (Street) <i>1020 S. Foothill Rd</i> (City) <i>Fort Collins</i> (State) <i>CO</i> (Zip Code) <i>80521</i> |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Telephone Number <i>970-998-9336</i>                                                                             | Social Security Number [REDACTED]        |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Date of Birth [REDACTED]                                                                                         | Date of Death (if applicable) <i>N/A</i> |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Date of Marriage to Employee <i>2008</i>                                                                         | Type of Ceremony <i>Common Law</i>       |
| 3. If the answer to Question 2 is "No", was the Insured survived by any children (including illegitimate and legally adopted children and excluding stepchildren)?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>Total number of Children _____<br>If "Yes", give their names, addresses, dates of birth, social security numbers and dates of death if applicable. (Attach separate page if needed) | Name                                                                                                             |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Address (Street) (City) (State) (Zip Code)                                                                       |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Telephone Number                                                                                                 | Social Security Number                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Date of Birth                                                                                                    | Date of Death (if applicable)            |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Name                                                                                                             |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Address (Street) (City) (State) (Zip Code)                                                                       |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Telephone Number                                                                                                 | Social Security Number                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Date of Birth                                                                                                    | Date of Death (if applicable)            |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Name                                                                                                             |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Address (Street) (City) (State) (Zip Code)                                                                       |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Telephone Number                                                                                                 | Social Security Number                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Date of Birth                                                                                                    | Date of Death (if applicable)            |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Name                                                                                                             |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Address (Street) (City) (State) (Zip Code)                                                                       |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Telephone Number                                                                                                 | Social Security Number                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                       | Date of Birth                                                                                                    | Date of Death (if applicable)            |

00024 7812494 000046 000091 0002/0004



4. If the answers to Questions 2 and 3 are "No", did the parents of the Insured or either of them survive the Insured?

☐ Yes ☐ No

If "Yes", give names, addresses, dates of birth, social security numbers and dates of death. (Use additional space below or attach a separate page if needed)

Name

Address (Street)

(City)

(State) (Zip Code)

Telephone Number

Social Security Number

Date of Birth

Date of Death (if applicable)

Name

Address (Street)

(City)

(State) (Zip Code)

Telephone Number

Social Security Number

Date of Birth

Date of Death (if applicable)

If you have provided information identifying one or more children, STOP. Information regarding siblings is not needed.

5. If the answers to Questions 2, 3, and 4 are "No", was the Insured survived by any brothers or sisters of whole or half blood? ☐ Yes ☐ No

Total number of Siblings \_\_\_\_\_

If "Yes", give names, addresses, dates of birth, social security numbers and dates of death. (Use additional space below or attach separate page if needed)

Name

Address (Street)

(City)

(State) (Zip Code)

Telephone Number

Social Security Number

Date of Birth

Date of Death (if applicable)

Name

Address (Street)

(City)

(State) (Zip Code)

Telephone Number

Social Security Number

Date of Birth

Date of Death (if applicable)

Name

Address (Street)

(City)

(State) (Zip Code)

Telephone Number

Social Security Number

Date of Birth

Date of Death (if applicable)

Name

Address (Street)

(City)

(State) (Zip Code)

Telephone Number

Social Security Number

Date of Birth

Date of Death (if applicable)

Additional information:

**CAUTION:** Any person who, knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; (2) conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act. For residents of the following states, please see the last page of this form: **Arizona, California, Colorado, District of Columbia, Florida, Kansas, Kentucky, Louisiana, Maryland, Minnesota, New Jersey, Oregon, Pennsylvania, Puerto Rico, Rhode Island, Tennessee, Texas, Virginia or Washington.**

**NEW YORK FRAUD WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5000 and the stated value of the claim for each such violation.

Subscribed and sworn to before me this

17<sup>th</sup>

day of

December

, 2021

*Ana Maria Alanis*  
(Notary Public)

*Lafayette D. Mesa*  
(Signature of Affiant - First Name) (Initial) (Surname)

Case Manager Name

(First Name)

(Last Initial)

Name of Insured

Pittsburgh Claim Service Center  
**ANA MARIA ALANIS**  
Pittsburgh, PA 15222-0928  
1-800-236-2125 Free  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20254003891**  
**MY COMMISSION EXPIRES 01/31/2026**

# Exhibit 7

**From:** [AccidentTeam](#)  
**To:** [Moore, Caley M.](#)  
**Subject:** FW: {EXTERNAL} Latoya Mesa re: Juan Mireles  
**Date:** Monday, December 29, 2025 3:00:05 PM  
**Attachments:** [IMG\\_6528.PNG](#)

---

---

**From:** Jaelle and Naliyah Mireles <latoyamesa979@gmail.com>  
**Sent:** Monday, December 29, 2025 2:55 PM  
**To:** AccidentTeam <AccidentTeam@newyorklife.com>  
**Subject:** {EXTERNAL} Latoya Mesa re: Juan Mireles



## Release Authorization

Name of Decedent **MIRELES Jr., Juan Jesus**  
LAST, First Middle  
Date of Birth **04/15/1935** Date of Death **08/05/2025** Case ID# \_\_\_\_\_  
Loc. # - Name of Funeral Home **#4184- Stoddard Funeral Home**

I, the undersigned, hereby authorize and request **Larimer County Coroner's Office**  
Name of Place of Death or the Funeral Home  
release/transfer the remains of the Decedent to **Stoddard Funeral Home**  
Name of Funeral Home or Institute

I acknowledge and agree that this release authorization permits the Funeral Home to use the services of other funeral home/affiliates or other independent contractors in connection with the transfer of the Decedent from the place of death or Funeral Home.

I represent that I have legal authority to give this authorization. I agree to indemnify and hold harmless the Funeral Home, its affiliates and their agents and employees from any and all liability or claim which may arise as a result of this release authorization.

### Verbal Authorization received from:

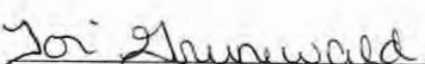
**Latoya D Mesa**  
Printed Name of Authorizing Person  
Wife  
Relationship to Decedent  
9709789336  
Phone Number

### Verbal Authorization received by:

Printed Name of Funeral Home Representative  
Signature of Funeral Home Representative  
Date Time

### Written Authorization and/or Confirmation of Verbal Authorization:

**Latoya Mesa**  
Printed Name of Authorized Representative  
**Spouse**  
Relationship to Decedent  
  
Signature of Authorized Representative  
**08/19/2025**  
Date

**Tori Grunewald**  
Printed Name of Funeral Home Representative  
  
Signature of Funeral Home Representative  
**08/19/2025**  
Date

**From:** [AccidentTeam](#)  
**To:** [Moore, Casey M.](#)  
**Subject:** FW: (EXTERNAL) Latoya mesa re: Juan mireles  
**Date:** Wednesday, December 2, 2025 : :03 AM  
**Attachments:** [IMG\\_65\\_0\\_0\\_n](#)  
[ima\\_e00\\_0\\_n](#)



Jos uia R.  
Administrati e ecialist Grou ene it olutions  
P: 888 8 2 62 E t. 03 35  
F: 866 8 5 3 9  
[New York Life Insurance Company](#)  
2000 Park Lane, Pittsburgh, PA 15255  
[Facebook](#) [Twitter](#) [LinkedIn](#)

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**From:** Jaelle and Naliyah Mireles <latoyamesa979@gmail.com>  
**Sent:** Tuesday, December 23, 2025 5:48 PM  
**To:** AccidentTeam <AccidentTeam@newyorklife.com>  
**Subject:** (EXTERNAL) Latoya mesa re: Juan mireles

2:39

SOS



Motion Constrained LLC  
4615 US Hwy 287  
Laporte, CO 80535  
Phone: +1-970-292-8316  
FEIN: 39-2070183  
[sales@motionconstrained.com](mailto:sales@motionconstrained.com)

date: 08/18/2025

To whom it may concern:

Hello, I am reaching out as a reference for the Mesa-Mireles family. Juan Mireles and Latoya Mesa were employees at our business for a total of eight years from 2012 to 2020 and our families have remained close friends after that. They were together as a couple for the entire time they worked for us as well as many years before that. They parented ten children between the two of them and their kids spent time with our kids almost everyday during the

later part of those years.

If you need any further information or proof of employment history, please don't hesitate to contact me.

Thank you very much and regards,

A handwritten signature in black ink, appearing to read 'Abigail Dalton', with a stylized flourish at the end.

*Abigail Dalton, manager*

Motion Constrained LLC

JS 44 (Rev. 03/24)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Life Insurance Company of North America

(b) County of Residence of First Listed Plaintiff  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Ogletree Deakins Nash Smoak & Stewart PC, 2415 E Camelback Rd #800, Phoenix, AZ 85016 602-778-3700

DEFENDANTS

Estate of Juan Mireles, Jr.; Latoya Mesa, ind. and for minors JJH. Ja.M. Jo.M: Nalivah Mireles: et al.

County of Residence of First Listed Defendant Larimer  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☒ 3 Federal Question  
(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant

☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

|                                         | PTF                        | DEF                        |                                                               | PTF                        | DEF                        |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

| CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TORTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | FORFEITURE/PENALTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BANKRUPTCY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | OTHER STATUTES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <div><b>PERSONAL INJURY</b><br/><input type="checkbox"/> 310 Airplane<br/><input type="checkbox"/> 315 Airplane Product Liability<br/><input type="checkbox"/> 320 Assault, Libel &amp; Slander<br/><input type="checkbox"/> 330 Federal Employers' Liability<br/><input type="checkbox"/> 340 Marine<br/><input type="checkbox"/> 345 Marine Product Liability<br/><input type="checkbox"/> 350 Motor Vehicle<br/><input type="checkbox"/> 355 Motor Vehicle Product Liability<br/><input type="checkbox"/> 360 Other Personal Injury<br/><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</div> <div><b>PERSONAL INJURY</b><br/><input type="checkbox"/> 365 Personal Injury - Product Liability<br/><input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability<br/><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br/><b>PERSONAL PROPERTY</b><br/><input type="checkbox"/> 370 Other Fraud<br/><input type="checkbox"/> 371 Truth in Lending<br/><input type="checkbox"/> 380 Other Personal Property Damage<br/><input type="checkbox"/> 385 Property Damage Product Liability</div> | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other<br><div><b>LABOR</b><br/><input type="checkbox"/> 710 Fair Labor Standards Act<br/><input type="checkbox"/> 720 Labor/Management Relations<br/><input type="checkbox"/> 740 Railway Labor Act<br/><input type="checkbox"/> 751 Family and Medical Leave Act<br/><input type="checkbox"/> 790 Other Labor Litigation<br/><input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act<br/><div><b>IMMIGRATION</b><br/><input type="checkbox"/> 462 Naturalization Application<br/><input type="checkbox"/> 465 Other Immigration Actions</div></div> | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><div><b>INTELLECTUAL PROPERTY RIGHTS</b><br/><input type="checkbox"/> 820 Copyrights<br/><input type="checkbox"/> 830 Patent<br/><input type="checkbox"/> 835 Patent - Abbreviated New Drug Application<br/><input type="checkbox"/> 840 Trademark<br/><input type="checkbox"/> 880 Defend Trade Secrets Act of 2016<br/><div><b>SOCIAL SECURITY</b><br/><input type="checkbox"/> 861 HIA (1395ff)<br/><input type="checkbox"/> 862 Black Lung (923)<br/><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br/><input type="checkbox"/> 864 SSID Title XVI<br/><input type="checkbox"/> 865 RSI (405(g))</div><div><b>FEDERAL TAX SUITS</b><br/><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br/><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</div></div> | <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)<br><input type="checkbox"/> 485 Telephone Consumer Protection Act<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes |
| <div><b>REAL PROPERTY</b><br/><input type="checkbox"/> 210 Land Condemnation<br/><input type="checkbox"/> 220 Foreclosure<br/><input type="checkbox"/> 230 Rent Lease &amp; Ejectment<br/><input type="checkbox"/> 240 Torts to Land<br/><input type="checkbox"/> 245 Tort Product Liability<br/><input type="checkbox"/> 290 All Other Real Property</div>                                                                                                                                                                                                                                                                                                                                 | <div><b>CIVIL RIGHTS</b><br/><input type="checkbox"/> 440 Other Civil Rights<br/><input type="checkbox"/> 441 Voting<br/><input type="checkbox"/> 442 Employment<br/><input type="checkbox"/> 443 Housing/ Accommodations<br/><input type="checkbox"/> 445 Amer. w/Disabilities - Employment<br/><input type="checkbox"/> 446 Amer. w/Disabilities - Other<br/><input type="checkbox"/> 448 Education</div> <div><b>PRISONER PETITIONS</b><br/><b>Habeas Corpus:</b><br/><input type="checkbox"/> 463 Alien Detainee<br/><input type="checkbox"/> 510 Motions to Vacate Sentence<br/><input type="checkbox"/> 530 General<br/><input type="checkbox"/> 535 Death Penalty<br/><b>Other:</b><br/><input type="checkbox"/> 540 Mandamus &amp; Other<br/><input type="checkbox"/> 550 Civil Rights<br/><input type="checkbox"/> 555 Prison Condition<br/><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement</div>                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation - Transfer

☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. Section 1331, 29 U.S.C. Section 1132(e)(1), 29 U.S.C. Section 1001, et seq.

Brief description of cause:  
Interpleader - conflicting claims for life insurance death benefit

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

March 12, 2026

/s/ Kristina N. Holmstrom

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.