



# Myers Industries, Inc.

Voluntary Accidental Death & Dismemberment Insurance • GTU 4847520

The following is a brief description of the Voluntary Accidental Death and Dismemberment Plan. The benefits described are subject to certain limitations and exclusions as described in the policy or certificate of insurance. For specific definitions of terms used below as well as further details and information about this plan, please see the policy or certificate of insurance.

## Eligibility

Class I: All active full-time salaried and non-bargaining hourly employees of the policyholder.

## Eligibility of Your Dependents

You may elect to include coverage for your eligible dependents under the Family Plan. An eligible dependent includes your legally married spouse and your unmarried dependent children. A legally married spouse will not be eligible as a dependent if he or she is also an Insured under the policy. If you and your legally married spouse, legally separated spouse, former spouse are both Insured's under the policy, only one may select a plan covering their mutual dependents.

## Your Effective Date of Insurance

On the first day of the month following the date your completed enrollment material is received by the policyholder.

## Amount

Class I: You may purchase a benefit amount from one (1) to five (5) times your **Annual Salary\*** to a maximum of \$1,000,000.

\* **Annual Salary** means your base annual pay, rounded to the next highest \$1,000, excluding overtime, bonuses and commissions.

### Benefit Amounts for Your Dependents

The benefit amount for your covered dependents will be a percentage of your benefit amount, as follows:

Plan Selected	% Spouse	% Child(ren)
Spouse only: .....	60%	0
Dependent Child(ren) only:.....	0	20%
Spouse and Dependent Child(ren).....	60%	20%

Maximum benefit amount of \$100,000 for dependent child(ren).

In no event will your spouse and/or dependent child(ren)'s benefit amount be greater than your benefit amount.

### Reduction of Benefits at Age 70

At age 70, for the insured employee only, your benefit amount will be reduced based on your previous benefit amount per the following schedule:

Age at Date of Loss	Percent of Benefit Amount
70-74.....	75%
75-79.....	45%
80-84.....	30%
85 & Over .....	15%

## Description of Coverage

### 24 Hour Accident Protection, Business & Pleasure Excluding Corporate Owned or Leased Aircraft, H-1

This plan offers protection on a worldwide basis, 24 hours a day, 365 days a year against certain injuries resulting from a covered accident in the course of business or pleasure, including accidents on or off the job, in or away from the home, commuting, traveling by train, airplane, automobile, or other public and private conveyances, subject to certain limitations (see exclusions/limitations). The benefits provided are payable in addition to any other insurance which may be in effect at the time of the accident.

### Exposure and Disappearance Coverage

If the conveyance in which a covered person is riding disappears, is wrecked, or sinks, and he or she is not found within 365 days of the event, we will presume that the covered person lost his or her life as a result of injury. If travel in such conveyance was covered under the terms of the policy, we will pay the covered person's benefit amount, subject to all policy terms.

If the covered person exposed to weather because of an accident and this results in a loss of life, we will pay his or her benefit amount, subject to all policy terms and conditions.

## Benefits Provided

If you have a covered accident that results in any of the following losses within 365 days of the date of the covered accident, we may pay certain benefit amounts shown to you or your designated beneficiary. If the covered accident results in more than one of these losses, only the loss with the largest benefit will be payable. The amounts are based on the benefit amount shown in the schedule.

Loss of:	Benefit Amount
(1) Life .....	100% of benefit amount
(2) Both hands or both feet.....	100% of benefit amount
(3) One hand and one foot.....	100% of benefit amount
(4) One hand or one foot plus the sight of one eye.....	100% of benefit amount
(5) Sight of both eyes.....	100% of benefit amount
(6) Speech and Hearing.....	100% of benefit amount
(7) Speech or Hearing .....	50% of benefit amount
(8) One hand, one foot, or sight of one eye .....	50% of benefit amount
(9) Thumb and index finger of the same hand .....	25% of benefit amount

Loss of Use of:	Benefit Amount
(1) Four Limbs.....	100% of benefit amount
(2) Three Limbs.....	75% of benefit amount
(3) Two Limbs.....	66 <sup>2</sup> / <sub>3</sub> % of benefit amount
(4) One Limb.....	50% of benefit amount

### Coma Benefit

If a covered person sustains a covered injury within 365 days of a covered accident and such injury causes the covered person to be in a coma for at least 31 consecutive days, he or she may receive a monthly benefit equal to 1% of the covered person's benefit amount for up to 100 months.

## Additional Benefits

### Additional Dismemberment Benefit for Children

If you elect Family Plan coverage, your dependent child(ren) may receive additional benefit amount for certain covered dismemberments equal to the benefit amount provided.

### Common Disaster Benefit

If you elect Family Plan coverage and you and your covered spouse both suffer a covered loss of life as a result of injuries suffered in the same accident and within 90 days of the accident, your covered spouse's benefit amount will be increased to equal that payable to you subject to a combined maximum amount of \$1,000,000.

### Continuation of Insurance Benefit

If you elect Family Plan coverage/dependent coverage and suffer a covered loss of life, your covered dependents will continue to receive all coverages and enhanced benefits under the policy which were in force on the date of the loss, for 365 days after the date of the loss at no additional cost.

### Conversion Privilege

If your insurance ceases for reasons other than the termination of the group policy or non-payment of premium, you may be entitled to apply for an Individual or Family (if applicable) Accidental Death & Dismemberment policy. Proof of good health is not required.

Maximum benefit of \$200,000.

### Critical Burn Benefit

If you suffer an injury and receive a benefit under the Accidental Dismemberment and Covered Loss of Use Benefit of the policy, and you have received second degree or higher burns over 25% of your her body; and you have undergone reconstructive surgery to treat the burned areas of the body; and the reconstructive surgery has taken place within 365 days of the occurrence of your injury, an additional benefit equal to the lesser of 10% of your benefit amount up to \$10,000 may be paid.

### Day Care Benefit

If you elect Family Plan coverage and either you or your covered spouse suffer a covered loss of life, and have an eligible covered dependent child enrolled in an accredited child care facility (as defined in the policy) or one who enrolls in such facility within 90 days from the date of loss and is under the age of 13, an additional benefit equal to the lesser of the actual cost of the child care or 3% of the benefit amount up to \$3,000 may be paid for four consecutive years. If both you and your covered spouse suffer a simultaneous covered loss, the Day Care Benefit will be based on your benefit amount.

### Higher Education Benefit

If you elect Family Plan coverage and suffer a covered loss of life, and have an eligible covered dependent child(ren), who on the date of the accident, is enrolled as a full-time student in an institution of higher learning or is at the 12<sup>th</sup> grade level and enrolls in an institution of higher learning within one year from the date of the accident, an additional benefit of 5% of your benefit amount to a maximum of \$10,000 per year may be paid for each such covered child for up to four (4) consecutive years. The maximum amount payable under this benefit is \$100,000. If, at the time of the Accident there are no Dependent Child(ren) who qualify for this benefit, we will pay an additional benefit of \$1,000 to the designated beneficiary.

### Home Alteration and Vehicle Modification Benefit

If a covered person suffers an injury and receives a benefit under the Accidental Dismemberment and Covered Loss of Use Benefit of the policy, he or she may be entitled to an additional benefit equal to the lesser of 10% of the covered person's benefit amount to a maximum of \$10,000 for the one-time cost of alterations to the covered person's primary residence to make it wheelchair accessible and habitable; and the one-time cost of modifications necessary to his or her motor vehicle to make the vehicle accessible or drivable. You will be entitled to this benefit provided: 1) that you are required to use a wheelchair to be ambulatory on a permanent basis; and 2) the injury that caused the payment of the Accidental Dismemberment and Covered Loss of Use Benefit is the same injury that requires you to need the wheelchair.

### Rehabilitation Benefit

If you suffer an injury which causes you to receive an Accidental Dismemberment and Covered Loss of Use Benefit under the policy, you may be entitled to receive an additional benefit for the reasonable and customary expenses actually incurred for a prescribed rehabilitation training program by a licensed physician that is required due to your injury which will prepare you for an occupation which you would not have engaged in except for the injury in an amount equal to the lesser of the actual expenses that are incurred within two years from the date of your covered accident for the rehabilitation training; \$25,000; or 10% of your benefit amount.

### Seat Belt Benefit

If a covered person suffers a loss of life in a covered automobile accident while wearing a factory installed or manufactured authorized seat belt, an additional benefit equal to 10% of your benefit amount to a maximum of \$25,000 may be paid. Verification of the covered person's actual use of the seat belt or lap and shoulder restraints is required as follows: 1) in the official law enforcement report of the accident, through certification by the investigating officers; or 2) by other reasonable proof, acceptable to us.

### Air Bag Benefit

An additional benefit equal to 10% of the covered person's benefit amount to a maximum of \$25,000 may be paid if the covered person was driving or riding in a private passenger automobile with a manufacturer equipped air bag provided the covered person's seat belt or lap and shoulder restraint was properly fastened at the time of the accident. The proper functioning and/or deployment of the air bag must be certified in the official law enforcement report of the accident, through certification by the investigating officers or by other reasonable proof, acceptable to us.

### Spouse Retraining Benefit

If you elect Family Plan coverage and suffer a covered loss of life, your covered spouse may receive the lesser of 3% of your benefit amount or the actual cost incurred within 30 months of any professional or trade-training program in which your covered spouse enrolls to obtain an independent source of support and maintenance.

### Therapeutic Counseling Benefit

If you elect Family Plan coverage and your or your covered dependents suffer a covered injury which requires therapeutic counseling by a licensed therapist or counselor who is registered or certified to provide psychological treatment or counseling, we may reimburse the charges for such counseling up to a maximum of \$1,000, to the individual who incurs the expense, provided: 1) all terms and conditions of the policy are met; 2) therapeutic counseling begins within ninety (90) days of the covered accident; and 3) therapeutic counseling must be received within one (1) year from the date of the covered loss.

### Travel Assistance Plan

A comprehensive travel assistance program offering benefits and services when traveling 100 miles or more from your principal residence. This Plan applies to you and your spouse and/or children if covered under the policy. The transportation and/or services provided under this Travel Assistance Plan must be pre-authorized by us. Coverage includes the following benefits:

	<b>Maximum Benefit Amount</b>		<b>Maximum Benefit Amount</b>
Medical Evacuation:	Unlimited	Visit to Hospital:	Unlimited
Medical Repatriation:	Unlimited	Return of Child (per child):	Unlimited
Non-Medical Repatriation:	Unlimited	(per attendant):	Unlimited
Return of Remains:	\$5,000	Return of Companion:	Unlimited

You can access Zurich Travel Assist<sup>®</sup> services by calling, toll-free, 1-800-263-0261 and referencing policy number GTU 4847520 or logging on to their web site at [www.zurichtravelassist.com](http://www.zurichtravelassist.com).

Visit the Zurich Travel Assist<sup>®</sup> website: <http://www.zurichtravelassist.com>

Features Include:

- Information on Services Provided

- Travel Risk & Security Information including country intelligence, security advice, travel health and Identity Theft
- Printable Membership Card
- Contact Information

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Designed to prepare and assist traveling insureds and their families

- Features an itinerary that will keep you up-to-date with the latest news and events that may affect your travel
- Features travel information
- Risk ratings
- Security intelligence

### [To File a Claim](#)

Contact Zurich American Insurance Company at 1-866-841-4771 for a claim form. Complete the form and send it to the Claims Department, Zurich American Insurance Company, P.O. Box 968041, Schaumburg, IL 60196-8041 within 90 days of the loss. Refer to Plan Number GTU 4847520.

### [Beneficiary Designation](#)

Benefits for your loss of life will be payable to the beneficiary or beneficiaries designated in writing by you and on file with the policyholder; otherwise the beneficiary or beneficiaries designated under the Group Life insurance policy issued to the policyholder, otherwise, we will pay the benefit to your survivors in the following order: 1) your spouse; 2) your children; 3) your parents; 4) your brothers or sisters; 5) your estate.

#### [Loss of Life of a Covered Person other than You:](#)

Covered losses for the death of a covered person other than you will be paid to you. If you pre-decease or die at the same time as the covered person other than you, the benefit will be paid to your beneficiary unless your beneficiary designation has not been made or your beneficiary is no longer living at the time of death. In such case, the benefits will be paid to your estate.

All other indemnities shall be payable to you.

#### [Payment for a Foreign National Employee](#)

If you are a citizen of a country or other jurisdiction other than the United States of America and are entitled to benefits for a covered loss and we are unable to make payment directly to you because of legal restrictions in the country or jurisdiction where you are located, we will either: (1) pay the benefits to a bank account owned by you in the United States of America; or (2) if no such bank account is established or maintained, we will pay the benefits to the policyholder on your behalf. It will then be the responsibility of the policyholder to remit the benefit to you.

### [General Exclusions](#)

A loss shall not be a covered loss if it is caused by, contributed to, or resulted from:

1. suicide or any attempt at suicide or intentionally self-inflicted Injury;
2. war or any act of war, whether declared or undeclared;
3. involvement in any type of active military service;
4. illness, disease or infection;
5. participation in the commission or attempted commission of any felony or an assault;
6. skydiving, parasailing, bungee jumping or any other similar activity;

7. being intoxicated.
  - a. A covered person will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be intoxicated, if operating a motor vehicle.
  - b. an autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the covered person's intoxication.
8. being under the influence of any prescription drug, narcotic, or hallucinogen, unless such prescription drug, narcotic, or hallucinogen was prescribed by a physician and taken in accordance with the prescribed dosage;
9. travel or flight in any aircraft except to the extent stated in the Coverage Section of the policy;
10. pregnancy, including childbirth, but not including complications thereof.

## Hazard Exclusions

The following exclusions pertain to Hazard H-1.

Coverage is not provided:

- A. If the covered person is the pilot, operator, member of the crew or cabin attendant of any aircraft.
- B. Unless we have previously consented in writing to the use, coverage is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
  1. any aircraft other than those expressly stated in this Coverage;
  2. any aircraft owned or controlled by, or under lease to the policyholder;
  3. any aircraft owned or controlled by, or under lease to an insured or a member of a covered person's family or household;
  4. any aircraft operated by the policyholder or one of the policyholder's employees including members of an employee's family or household;
  5. any aircraft while it is being used for one or more of the following specialized aviation activities: acrobatic or stunt flying, aerial photography, banner towing, bird or fowl herding, crop dusting, crop seeding, crop spraying, hang gliding, endurance tests, exploration, fire fighting, flight on a rocket-propelled or rocket launched aircraft, flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted, hunting, parachuting or skydiving, pipe line inspection, power line inspection, racing, skywriting, or test or experimental purpose;
  6. any conveyance used for tests or experimental purposes, or in a race or speed test.

## General Limitations

**Limitation on Multiple Covered Losses.** If a covered person suffers more than one loss as a result of the same accident, we will pay only one benefit, the largest benefit.

**Limitation on Multiple Benefits.** If a covered person can recover benefits under more than one of the following benefits: Accidental Death Benefit, Accidental Dismemberment and Covered Loss of Use Benefit, Coma Benefit, as a result of the same accident, the most we will pay for these benefits in total is the Covered Person's benefit amount.

**Limitation on Multiple Hazards.** If a covered person suffers a covered loss that is covered under more than one Hazard, we will pay only one benefit, the largest benefit.

## Important

This is a brief description of the coverage provided through the voluntary Accidental Death & Dismemberment plan. If any conflict should arise between the contents of this handout and the master policy or if any point is not covered herein, the terms of the master policy shall govern in all cases.

## Sanctions Exclusion Endorsement

Notwithstanding any other terms under the policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under the policy to the extent that such coverage, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

### **ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED**

## Cost and Method of Payment

- The monthly cost for **Employee Only** coverage is \$.025 for each \$1,000 of benefit amount.
- The monthly cost for the **Family Plan** is \$.039 for each \$1,000 of benefit amount.

**Class I:** You may purchase a benefit amount from one (1) to five (5) times your **Annual Salary\*** to a maximum of \$1,000,000.

- \* **Annual Salary** means your base annual pay, rounded to the next highest \$1,000, excluding overtime, bonuses and commissions.

Premium payments will be deducted automatically from your pay. For example, if you had selected one of the benefit amounts below, your monthly cost would be:

	<b>Benefit Amount</b>	<b>Premium Rate Per \$1,000</b>	<b>Monthly Premium</b>
You	\$100,000	\$ .025	\$2.50
Your Spouse:	\$50,000	\$ .039	\$1.95
Your Child(ren)	\$10,000	\$ .039	<u>\$.39</u>
<b>Your Total Monthly Premium:</b>			<b>\$4.84</b>

The amount selected for your covered spouse and/or covered child(ren) cannot exceed your benefit amount.

Maximum Benefit Amount for your Dependent Child(ren) is \$100,000.

Premium payments will be deducted automatically from your pay.

Your Worksheet:

	<b>Benefit Amount</b>	<b>Premium Rate Per \$1,000</b>	<b>Monthly Premium</b>
You	\$	\$.025	\$
Your Spouse:	\$	\$.039	\$
Your Child(ren)	\$	\$.039	\$_____
<b>Your Total Monthly Premium:</b>			\$

The amount selected for your covered spouse and/or covered child(ren) cannot exceed your benefit amount.

Zurich

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800-382-2150 [www.zurichna.com](http://www.zurichna.com)

The terms and conditions of the Plan described in this brief summary are governed by the individual Plan document that contains the complete terms. In the event of any discrepancy between the information in this brief summary and the Plan document, the Plan document shall govern.

Insurance coverages underwritten by member companies of Zurich in North America, including Zurich American Insurance Company. Certain coverages not available in all states. Some coverages may be written on a nonadmitted basis through licensed surplus lines brokers.

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