

**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

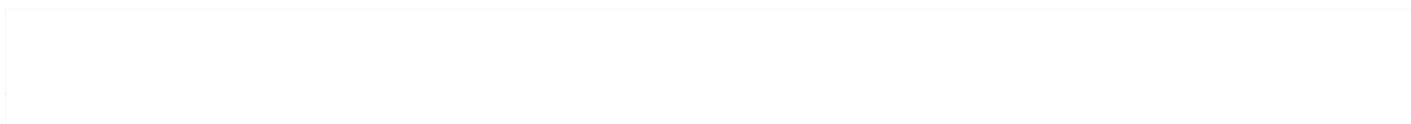
• **Annuities and Structured Settlement Annuities**

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
- 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:

The California Life and Health Insurance  
Guarantee Association  
PO 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

**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 NOTICE OF COMPLAINT PROCEDURE**

**Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:**

**Standard Insurance Company  
PO Box 711  
Portland, OR 97207  
(971) 321-7000**

**If the problem is not resolved, you may also write to the State of California at:**

**Department of Insurance  
Consumer Services Division  
300 S. Spring Street, 11th FL  
Los Angeles, CA 90013  
1-800-927-HELP (4357)**

**<http://www.insurance.ca.gov/0500-about-us/02-department/01-csmcb/consumer-services.cfm>**

**This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.**

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

## CERTIFICATE GROUP LIFE INSURANCE

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Policyholder:	City of San Jose
Policy Number:	630976-B
Effective Date:	January 1, 2018

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A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

**This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.**

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



Chairman, President and CEO

GC190-LIFE/S399

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## COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	630976-B
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	
Member:	Yes
Spouse:	Yes
Policyholder:	City of San Jose
Employers:	City of San Jose San Jose Sports Authority San Jose Arena Authority
Group Policy Effective Date:	January 1, 2018
Policy Issued in:	California

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### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member: You are a Member if you are either of the following:

1. One of the following: (a) an active full-time benefited employee of the Employer, as defined in the Civil Service Rules; (b) a mayor or city council member of the Employer; or (c) an active full-time benefited contract employee of a mayor or city council member, as defined in the Civil Service Rules; or
2. A person described in 1. above who is retired under the Employer's retirement program.

You are not a Member if you are:

1. A temporary or seasonal employee (other than a full-time temporary classified employee); or

2. A full-time member of the armed forces of any country.

Class Definitions:

- |          |   |
|----------|---|
| Class 1: | Active management Members, mayor and city council members |
| Class 2: | Active non-management Members                             |
| Class 3: | Retired management Members                                |
| Class 4: | Retired non-management Members                            |

Eligibility Waiting Period:

You are eligible on the later of:

1. The Group Policy Effective Date; and
2. The date you become a Member.

Evidence Of Insurability:

Required in **all** of the following instances:

- a. To become insured for any amount of Contributory Life Insurance, or Dependents Life Insurance (Spouse only), if you apply more than 30 days after you become eligible (late application).
- b. To become insured for a Plan 2 Life Insurance benefit which exceeds the Guarantee Issue Amount, if you apply within 30 days after you become eligible. The Guarantee Issue Amount for Plan 2 is equal to the lesser of (a) an amount equal to two times your Annual Earnings, rounded to the nearest multiple of \$1,000, or (b) \$300,000. This requirement does not apply to increases in coverage solely due to increases in Annual Earnings, unless you previously submitted Evidence Of Insurability that was not approved by us.
- c. To become insured for a Plan 3 Life Insurance benefit which exceeds the Guarantee Issue Amount of \$200,000.
- d. To become insured for a Plan 3 Dependents Life Insurance benefit (Spouse only) which exceeds the Guarantee Issue Amount of \$20,000.
- e. To become insured for any elective increase in Contributory Life Insurance or Dependents Life Insurance (Spouse only).
- f. For reinstatements if required. This requirement does not apply to reinstatements of Contributory Life Insurance or Dependents Life Insurance, if you re-elect Contributory Life Insurance or Dependents Life Insurance within 31 days of returning from an Employer approved leave of absence.

**Note:** Evidence Of Insurability is never required for a Child.

**Certain Evidence Of Insurability Requirements Will Be Waived as Follows.** Your insurance is subject to all other terms of the Group Policy.

### **During Your Employer's Annual Enrollment Period**

During your Employer's Annual Enrollment Period certain Evidence Of Insurability requirements will be waived with respect to the following amounts of insurance, if you apply for such amounts during an Annual Enrollment Period. However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us under any group policy issued by us to the Policyholder or covering your Employer, or if Evidence Of Insurability is required for reinstatement of coverage.

1. If you are insured for Plan 2 Life Insurance, Evidence Of Insurability will not be required for you to become insured for a Plan 3 Life Insurance benefit that is equal to or less than the amount of your Plan 2 Life Insurance benefit (rounded to the next higher multiple of \$10,000, if not already a multiple of \$10,000).
2. If you are insured for Plan 3 Life Insurance, Evidence Of Insurability will not be required for you to increase your Plan 3 Life Insurance amount by \$20,000 (but not to exceed the \$200,000 Guarantee Issue Amount).
3. If your Spouse is insured for Plan 2 Dependents Life Insurance, Evidence Of Insurability will not be required for your Spouse to switch from Plan 2 to Plan 3 and instead become insured for \$10,000 of Plan 3 Dependents Life Insurance.

Annual Enrollment Period means the period designated each year by your Employer when you may change insurance elections.

### **For A Family Status Change**

In the event of a Family Status Change certain Evidence Of Insurability requirements will be waived with respect to the following amounts of insurance, if you apply for such amounts within 31 days following a Family Status Change. However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us under any group policy issued by us to the Policyholder or covering your Employer, or if Evidence Of Insurability is required for reinstatement of coverage.

1. If you are insured for Plan 2 Life Insurance, Evidence Of Insurability will not be required for you to become insured under the next higher Option of Plan 2 Life Insurance.
2. If your Spouse is insured for Plan 2 Dependents Life Insurance, Evidence Of Insurability will not be required for your Spouse to become insured for the next higher multiple of \$2,000 of Dependents Life Insurance.
3. Whether or not you are insured for Plan 3 Life Insurance, Evidence Of Insurability will not be required for you to become insured for up to a total Plan 3 Life Insurance benefit of \$200,000 (the Guarantee Issue Amount).
4. Whether or not your Spouse is insured for Plan 3 Dependents Life Insurance, Evidence Of Insurability will not be required for your Spouse to become insured for up to a total Plan 3 Dependents Life Insurance benefit of \$20,000 (the Guarantee Issue Amount).

Family Status Change means a qualified change in status as defined under the Employer's IRC Section 125 Cafeteria Plan. The change must be allowed by your Employer's IRC Section 125 Cafeteria Plan.

### **One-Time Open Enrollment Period: October 22, 2018, through November 9, 2018**

1. If you are eligible but not insured for Plan 3 Life Insurance, Evidence Of Insurability will not be required for you to become insured for an amount of Plan 3 Life Insurance not to exceed the Guarantee Issue Amount of \$200,000, if you apply during your Employer's One-Time Open Enrollment Period.



Class 2

Unit 1 (Police)	\$10,000
Unit 2 (Fire)	\$10,000
Unit 3 (Building, Mechanic and Electric Inspectors) (IBMEI)	\$20,000
Unit 4 (MEF)	\$20,000
Unit 5 (Operating Engineers/Local #3) (OE3)	\$20,000
Unit 6 (Electrical Workers) (IBEW)	\$20,000
Unit 7 (Unrepresented)	\$20,000
Unit 8 (Confidential) (CEO)	\$20,000

\* Note: The above units may change as defined by CSJ, as unions get added or deleted.

San Jose Sports Authority Members	\$10,000
San Jose Arena Authority Members	\$10,000

Class 3 Members who retired  
on or after November 1, 1978

Under age 65	\$20,000
Age 65 through 69	\$10,000
Age 70 or over	\$5,000

Class 3 Members who retired  
between February 1, 1969 and  
October 31, 1978

Under age 65	\$5,000
Age 65 or over	\$2,500

Class 3 Members who retired  
before February 1, 1969

Under age 65	\$1,500
Age 65 or over	\$750

Class 4 Members who retired  
on or after February 1, 1969

Under age 65	\$5,000
Age 65 or over	\$2,500

Class 4 Members who retired  
before February 1, 1969

Under age 65	\$1,500
Age 65 or over	\$750

**Plan 2 Life Insurance (additional):**

Class 1 Members

You may elect Option A or Option B:

Option A

1 times your Annual Earnings, subject to a maximum of \$375,000. The amount of your Plan 2 Life Insurance is rounded to the nearest multiple of \$1,000.

Option B

2 times your Annual Earnings, subject to a maximum of \$750,000. The amount of your Plan 2 Life Insurance is rounded to the nearest multiple of \$1,000.

Class 2 Members

You may elect Option A, B, C or D:

Option A

1 times your Annual Earnings, subject to a maximum of \$375,000. The amount of your Plan 2 Life Insurance is rounded to the nearest multiple of \$1,000.

Option B

2 times your Annual Earnings, subject to a maximum of \$750,000. The amount of your Plan 2 Life Insurance is rounded to the nearest multiple of \$1,000.

Option C

3 times your Annual Earnings, subject to a maximum of \$750,000. The amount of your Plan 2 Life Insurance is rounded to the nearest multiple of \$1,000.

Option D

4 times your Annual Earnings, subject to a maximum of \$750,000. The amount of your Plan 2 Life Insurance is rounded to the nearest multiple of \$1,000.

Class 1 and 2 Members who have been continuously insured since January 23, 1990 under the Employer's \$5,000 Contributory life insurance plan

\$5,000

All other Members

None

**Plan 3 Life Insurance (additional):**

You may not be insured for both Plan 2 Life Insurance and Plan 3 Life Insurance.

Class 1 and 2 Members:

You may apply for any multiple of \$10,000, up to \$750,000, but not to exceed an amount equal to six times your Annual Earnings (rounded to the next higher multiple of \$10,000, if not already a multiple of \$10,000).

Class 3 and 4 Members:

None

**Repatriation Benefit:**

The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the amount of your Life Insurance, whichever is less.

SCHEDULE OF DEPENDENTS LIFE INSURANCE

**Plan 1 Dependents Life Insurance:**

Class 1 and 2 Members:

None

Class 3 and 4 Members who retired on or before July 1, 1983: None

Class 3 and 4 Members who retire after July 1, 1983: Spouse: \$1,000  
Children: \$1,000

The amount of Plan 1 Dependents Life Insurance for your Spouse or Child Dependent may not exceed 50% of the amount of your Life Insurance.

**Plan 2 Dependents Life Insurance:** Note: Plan 2 Dependents Life Insurance is available only to active Members who have been continuously insured for Dependents Life Insurance since April 27, 2013. You may not be insured under both Plan 2 and Plan 3 of Dependents Life Insurance.

Class 1 and 2 Members: Spouse and Children: You may apply for any multiple of \$2,000, to a maximum of \$10,000.

Class 3 and 4 Members: None

The amount of Plan 2 Dependents Life Insurance for your Spouse or Child Dependent may not exceed 100% of the amount of your Life Insurance.

**Plan 3 Dependents Life Insurance:** You may not be insured under both Plan 2 and Plan 3 of Dependents Life Insurance.

Class 1 and 2 Members Spouse: You may apply for any multiple of \$10,000, to a maximum of \$250,000.

Children: You may apply for \$5,000 or \$10,000.

Class 3 and 4 Members: None

The amount of Plan 3 Dependents Life Insurance for your Spouse or Child Dependent may not exceed 100% of the amount of your Life Insurance.

#### SCHEDULE OF AD&D INSURANCE

For you:

**Plan 1 AD&D Insurance (basic):** Equals the amount of your Plan 1 Life Insurance.

**Plan 2 AD&D Insurance (additional):** Equals the amount of your Plan 2 Life Insurance.

**Plan 3 AD&D Insurance (additional):** Equals the amount of your Plan 3 Life Insurance.

The amount payable for certain Losses will differ. See **Accidental Death And Dismemberment Insurance**.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$10,000, or (2) the AD&D Insurance benefit payable for Loss of your life.

Air Bag Benefit: The amount of the Air Bag Benefit is the lesser of (1) \$5,000, or (2) the AD&D Insurance benefit payable for Loss of your life.

Career Adjustment Benefit: The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the

cumulative total of \$10,000 or 25% of the amount of your AD&D Insurance, whichever is less.

Child Care Benefit:

The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the amount of your AD&D Insurance, whichever is less.

Higher Education Benefit:

The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the amount of your AD&D Insurance, whichever is less.

Public Transportation Benefit:

The lesser of (1) \$200,000, or (2) the AD&D Insurance benefit otherwise payable for the Loss of your life.

Occupational AD&D Benefit:

The lesser of (1) \$50,000, or (2) the AD&D Insurance benefit otherwise payable for the Loss.

For your Spouse:

The amount of the Plan 3 Dependents AD&D Insurance benefit for your Spouse is equal to the amount of the Plan 3 Dependents Life Insurance benefit for your Spouse. The amount payable for certain Losses is less than 100% of the Dependents AD&D Insurance Benefit. See AD&D Table Of Losses.

Seat Belt Benefit:

The amount of the Seat Belt Benefit is the lesser of (1) \$10,000, or (2) the Dependents AD&D Insurance payable for Loss of your Spouse's life.

Air Bag Benefit:

The amount of the Air Bag Benefit is the lesser of (1) \$5,000, or (2) the Dependents AD&D Insurance Benefit payable for Loss of your Spouse's life.

#### AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance benefit (or Dependents AD&D Insurance benefit, if applicable) in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two or more of the Losses listed in b. and c. above	100%
e. Thumb and index finger of the same hand	25%*

- |                 |      |
|-----------------|------|
| f. Quadriplegia | 100% |
| g. Hemiplegia   | 50%  |
| h. Paraplegia   | 50%  |

No more than 100% of your AD&D Insurance benefit (or Dependents AD&D Insurance benefit, if applicable) will be paid for all Losses resulting from one accident.

\* No AD&D Insurance benefit (or Dependents AD&D Insurance benefit, if applicable) will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance benefit (or Dependents AD&D Insurance benefit, if applicable) is payable for the Loss of that entire hand.

### OTHER PROVISIONS

Waiver Of Premium:	Yes, for active Members
Accelerated Benefit:	Yes, for active Members
Leave Of Absence Period:	18 months of a scheduled leave of absence approved by your Employer.
Continuity of Coverage:	Yes
Strike Continuation:	Yes. The Strike Continuation premium percentage is 120% of the Premium Rate.
Annual Earnings based on:	Earnings in effect on your last full day of Active Work.
Insurance Eligible For Portability:	
For you:	
Life Insurance:	Yes
Minimum combined amount:	\$10,000
Maximum combined amount:	\$300,000
AD&D Insurance:	Yes
Minimum combined amount:	\$10,000
Maximum combined amount:	\$300,000
For your Spouse:	
Dependents Life Insurance:	Yes
Minimum amount:	\$5,000
Maximum amount:	\$100,000
Dependents AD&D Insurance:	Yes
Minimum amount:	\$5,000
Maximum amount:	\$100,000
For your Child:	
Dependents Life Insurance:	Yes

Minimum amount: \$1,000  
Maximum amount: \$5,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

## **LIFE INSURANCE**

### A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

### B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

### C. Changes In Life Insurance

#### 1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

##### a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date we approve your Evidence Of Insurability.

##### b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on:

(i) The first day of the calendar month coinciding with or next following the date of change in your classification or Annual Earnings.

(ii) The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

(iii) The beginning of the next plan year following the date you apply, if you apply during an Annual Enrollment Period.

#### 2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

### D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

1. Noncontributory Life Insurance

Subject to the **Active Work Provisions**, your Noncontributory Life Insurance becomes effective on the date you become eligible.

2. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums.

- a. For retired Members: You must apply to continue your Life Insurance prior to or within 31 days following your retirement date or the date your retirement is granted, if later. If you do not apply during this period, all of your Life Insurance will end on your retirement date. The amount of Life Insurance provided for retired Members is shown in the Schedule Of Insurance portion of the **Coverage Features**.
- b. For active Members: Subject to the **Active Work Provisions**, Contributory Life Insurance that is subject to Evidence Of Insurability (see **Coverage Features**) becomes effective on the latest of (1) the date you become eligible, (2) the date you apply, and (3) the first day of the calendar month following the date we approve your Evidence Of Insurability.
- c. For active Members: Subject to the **Active Work Provisions**, Contributory Life Insurance that is not subject to Evidence Of Insurability becomes effective on the later of (1) the date you become eligible, and (2) the date you apply.

3. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Contributory Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured for Contributory life insurance.

F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. With respect to Contributory insurance, the date the last period ends for which you made a premium contribution;
2. With respect to Contributory Life Insurance, the date your Noncontributory Life Insurance ends;
3. The date the Group Policy terminates;
4. The date your employment terminates, unless you are covered as a retiree or as provided under Continued Life Insurance During Total Disability, below; and
5. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 4 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - c. During the first 60 days of a temporary layoff.

- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting the Leave Of Absence Period shown in the **Coverage Features**.

G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If you are a retired Member and your Life Insurance ends for any reason, you may not become insured again.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

**CONTINUED LIFE INSURANCE DURING TOTAL DISABILITY:**

If you become Totally Disabled before July 1, 2002, your Life Insurance will be continued as follows:

1. Your Plan 1 Life Insurance will be continued while you are Totally Disabled and the Group Policy remains in force, subject to the following:
  - a. While you are under age 55, you will not be required to make any premium payments for Plan 1 Life Insurance continued while you are Totally Disabled. The Policyholder will pay the cost of your Plan 1 Life Insurance.
  - b. While you are age 55 or older, the amount of your Plan 1 Life Insurance will be the amount of Plan 1 Life Insurance for which you would be eligible as a retired employee, subject to any further reductions due to changes in your age. You will be required to make all premium payments for insurance continued during this period.
2. Your Plan 2 Life Insurance, if any, will be continued while you are Totally Disabled, subject to the following:
  - a. While you are under age 55, your Plan 2 Life Insurance will be continued as provided under the **Waiver Of Premium** provision.
  - b. When you become 55 years of age, your Plan 2 Life Insurance will end.

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**DEPENDENTS LIFE INSURANCE**

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

## C. Changes In Dependents Life Insurance

### 1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

#### a. Increases Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date we approve that Dependent's Evidence Of Insurability.

#### b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase.

An increase in your Dependents Life Insurance because of an increase in your Life Insurance becomes effective on the date your Life Insurance increases.

### 2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

## D. Definitions For Dependents Life Insurance

Dependent means your Spouse (including a Domestic Partner) or your Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

## E. Becoming Insured For Dependents Life Insurance

### 1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

### 2. Effective Date

You must apply in writing for Dependents Life Insurance and agree to pay premiums.

#### a. Dependents Life Insurance subject to Evidence Of Insurability

Subject to the **Active Work Provisions**, Dependents Life Insurance which is subject to Evidence Of Insurability, as shown in the **Coverage Features**, becomes effective on the later of (a) the date you become eligible for Dependents Life Insurance, and (b) the first day of the calendar month following the date we approve each Dependent's Evidence Of Insurability.

#### b. Dependents Life Insurance **not** subject to Evidence Of Insurability

Subject to the **Active Work Provisions**, Dependents Life Insurance which is not subject to Evidence Of Insurability becomes effective on the later of (a) the date you become eligible for Dependents Life Insurance, and (b) the date you apply.

While your Dependents Life Insurance is in effect, each new Dependent becomes insured immediately.

**Note:** With respect to retired Members, you must apply to continue your Dependents Life Insurance prior to or within 31 days following your retirement date or the date your retirement is granted, if later. If you do not apply during this period, your Dependents Life Insurance will end on your retirement date, and you may not become insured again.

F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends for reasons other than your death;
3. The date the Group Policy terminates, unless your Dependents Life Insurance continues under 1. above;
4. With respect to Members who became Totally Disabled before July 1, 2002, the 181<sup>st</sup> day of your Total Disability;
5. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
6. For your Spouse, the date of your divorce or legal separation, or termination of your Domestic Partner relationship;
7. For any Dependent, the date the Dependent ceases to be a Dependent; and
8. For a Disabled Child, 90 days after we mail you a request for proof of Disabled Child status, if proof is not given.

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## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

A. Insuring Clause

If you or your Spouse has an accident, including accidental exposure to adverse conditions, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand and Quadriplegia, Hemiplegia or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days after the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you or your Spouse disappears and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and

3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

#### C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

#### D. Changes In AD&D Insurance

A change in your Plan 1 AD&D Insurance will become effective on the date your Plan 1 Life Insurance changes.

A change in your Plan 2 AD&D Insurance will become effective on the date your Plan 2 Life Insurance changes.

A change in your Plan 3 AD&D Insurance will become effective on the date your Plan 3 Life Insurance changes.

A change in Plan 3 Dependents AD&D Insurance for your Spouse will become effective on the date your Spouse's Plan 3 Dependents Life Insurance changes.

#### E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

## F. Additional AD&D Benefits

### Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You or your Spouse dies as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for that Loss of life; and
2. The deceased is wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

### Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You or your Spouse dies as a result of an automobile accident for which a Seat Belt Benefit is payable for that Loss of life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. The deceased is seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

### Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

### Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

### Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

### Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features**.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

### Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features**.

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You or your Dependents die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. The accident occurs while the deceased is riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

## G. Becoming Insured For AD&D Insurance

### 1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

You become eligible to insure your Spouse on the later of:

- a. The date your Life Insurance is effective; and
- b. The date your Plan 3 Dependents Life Insurance is effective.

A Member may not be insured as both a Member and a Spouse.

### 2. Effective Date

Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

Your Plan 1 AD&D Insurance becomes effective on the date your Plan 1 Life Insurance becomes effective.

Your Plan 2 AD&D Insurance becomes effective on the date your Plan 2 Life Insurance becomes effective.

Your Plan 3 AD&D Insurance becomes effective on the date your Plan 3 Life Insurance becomes effective.

Your Plan 3 Dependents AD&D Insurance for your Spouse becomes effective on the date your Plan 3 Life Insurance for your Spouse becomes effective.

## H. When AD&D Insurance Ends

Your Plan 1 AD&D Insurance ends automatically on the earlier of the date your Plan 1 Life Insurance ends, and the following applicable date:

1. With respect to Members who became Totally Disabled before July 1, 2002, the 181<sup>st</sup> day of Total Disability; or
2. With respect to Members who become Totally Disabled on or after July 1, 2002, the date your Waiver Of Premium begins.

Your Plan 2 AD&D Insurance ends automatically on the earlier of:

1. The date your Plan 2 Life Insurance ends; and
2. The date your Waiver Of Premium begins.

Your Plan 3 AD&D Insurance ends automatically on the earlier of:

1. The date your Plan 3 Life Insurance ends; and
2. The date your Waiver Of Premium begins.

Your Plan 3 Dependents AD&D Insurance ends automatically on the earlier of:

1. The date your Plan 3 Dependents Life Insurance ends; and
2. The date your Waiver Of Premium begins.

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## **ACTIVE WORK PROVISIONS**

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or

increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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## PORTABILITY OF INSURANCE

### A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

2. On the date your employment terminates, you are under age 70.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. If you are retiring and you elect to port your coverage, you may also become insured under the Group Policy as a retired Member. However, the amount of your ported coverage plus the amount of your coverage under the Group Policy as a retired Member may not exceed the amount of your coverage in effect under the Group Policy immediately prior to retirement.
5. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

### B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

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### **STRIKE CONTINUATION**

Insurance may be continued for up to 6 months while you are absent from Active Work because of a strike, lockout or other general work stoppage caused by a labor dispute. Rules 1 through 4 below will apply.

1. When your compensation is suspended or terminated because of a work stoppage, your Employer will immediately notify you in writing of your rights under this provision. Your Employer will mail the notice to you at your last address on record with the Employer.
2. You must pay the entire premium for your insurance, including the Employer's share, if any, to your Employer on or before each Premium Due Date.
3. The premiums for your insurance during the work stoppage will equal a percentage of the premium rate in effect on the date the work stoppage began (see **Coverage Features**). We may change premium rates during the work stoppage according to the terms of the Group Policy.
4. Insurance continued under this provision will end on the earliest of:
  - a. Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date.
  - b. The date you have been absent from Active Work for 6 months.
  - c. On the date you begin full-time employment with another employer.
  - d. At our option, on any Premium Due Date if less than 75% of the Members eligible to continue insurance under this provision make the required premium payment to the Employer.

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### **WAIVER OF PREMIUM**

**This Waiver Of Premium provision does not apply to Plan 1 Life Insurance and Dependents Life Insurance for Members who became Totally Disabled before July 1, 2002.**

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. With respect to Plan 1 Life Insurance and Dependents Life Insurance: You become Totally Disabled while insured under the Group Policy and under age 60;

2. With respect to Plan 2 Life Insurance for Members who become Totally Disabled before October 1, 2002 or after June 30, 2007 and with respect to Plan 3 Life Insurance: You become Totally Disabled while insured under the Group Policy and under age 55;
3. With respect to Plan 2 Life Insurance for Members who become Totally Disabled between October 1, 2002 and June 30, 2007: You become Totally Disabled while insured under the Group Policy and under age 60;
4. You complete your Waiting Period; and
5. You give us satisfactory Proof Of Loss.

#### B. Definitions For Waiver Of Premium

1. Insurance means your Life Insurance and Dependents Life Insurance under the Group Policy.
2. Totally Disabled means that:
  - a. During the first 24 months: as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the substantial and material duties of the job you are regularly performing for your Employer when Total Disability begins.
  - b. Thereafter: as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity any other job in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, or physical or mental capacity.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

#### C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

#### D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

#### E. Amount Of Insurance

The amount of Insurance continued without payment of premium is the amount in effect on the day before you become Totally Disabled, subject to the following:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

#### F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

#### G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

#### H. When Waiver Of Premium Ends

Waiver of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured;
5. With respect to Plan 1 Life Insurance and Dependents Life Insurance, the date you reach age 65;
6. With respect to Plan 2 Life Insurance for Members who became Totally Disabled before October 1, 2002, the date you reach age 55;
7. With respect to Plan 2 Life Insurance for Members who became Totally Disabled between October 1, 2002 and June 30, 2007, the date you reach age 65; and
8. With respect to Plan 2 Life Insurance for Members who became Totally Disabled on or after July 1, 2007 and with respect to Plan 3 Life Insurance, the date you reach age 60.

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## **ACCELERATED BENEFIT**

### **A. Accelerated Benefit**

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

### **B. Application For Accelerated Benefit**

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

### **C. Amount Of Accelerated Benefit**

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

### **D. Effect On Insurance And Other Benefits**

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit. AD&D is not continued under Waiver Of Premium.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

#### E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

#### F. Definitions For Accelerated Benefit

Insurance means your Life Insurance under the Group Policy.

Physician means a licensed M.D. or D.O., other than yourself, acting within the scope of the license.

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## **RIGHT TO CONVERT**

#### A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and

2. You apply in writing and pay us the first premium during the Conversion Period.

The maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, the maximum amount you have a Right To Convert is the amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

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## CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

#### C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

#### D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

#### E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

#### F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

#### G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG\_NEW WOP WRDG) LI.CL.OT.5

## **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

### A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
  - a. AD&D Insurance benefits payable because of the death of your Dependent.
  - b. Dependents Life Insurance benefits.
  - c. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.

5. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

### B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries for your Plan 1 Life and AD&D Insurance, your Plan 2 Life and AD&D Insurance, and your Plan 3 Life and AD&D Insurance.

If you name Beneficiaries by coverage:

1. You must name a Beneficiary for each of your coverages identified above. If you do not name a Beneficiary for each of your coverages, death benefits for that line of coverage will be paid in accordance with D. No Surviving Beneficiary, below. Two or more named surviving Beneficiaries will share equally, unless you specify otherwise.
2. Any payment we make according to the Beneficiary designation on file with the Policyholder or Employer will fully discharge us to the extent of the payment for each line of coverage and each death benefit which has been paid.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.

2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits.

You must name or change Beneficiary in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation, which meets the requirements of a Prior Plan, will be accepted as your Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

#### E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(FB\_REPAT ELECT/TEL DESIG WITH DEF SP\_NO SSA SPOUSE DEF TERM) LI.BB.OT.6X

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

### **INCONTESTABILITY PROVISIONS**

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.OT.2

### **CLERICAL ERROR AND MISSTATEMENT**

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

C. Misstatement Of Age

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

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.2

## **TERMINATION OR AMENDMENT OF THE GROUP POLICY**

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LI.TA.OT.1

## **DEFINITIONS**

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see **Coverage Features**).

Note: If your work hours are reduced due to participation in a voluntary furlough program or mandatory furlough program, your Annual Earnings will be based on your rate of pay that would have been in effect on your last full day of Active Work if your work hours had not been reduced under the furlough program.

Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:

- a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
  3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.
  4. Non-pensionable compensation.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Child means:

1. Your child from live birth through age 25; or
2. Your Disabled child who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental retardation or physical handicap.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child; or
- ii. Your stepchild and the child of your Spouse, if living in your home.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means:

1. A person to whom you are legally married and from whom you are not legally separated; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law; or an individual recognized as your domestic partner under California state law.

Spouse does not include a person who is a full-time member of the armed forces of any country.

Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

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