

# STANDARD INSURANCE COMPANY

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

## CERTIFICATE GROUP LIFE INSURANCE

---

Policyholder:	New Mexico Retiree Health Care Authority
Policy Number:	645743-A
Effective Date:	July 1, 2007

---

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.



President and CEO

## Table of Contents

COVERAGE FEATURES.....	1
GENERAL POLICY INFORMATION .....	1
BECOMING INSURED .....	1
PREMIUM CONTRIBUTIONS.....	5
SCHEDULE OF INSURANCE .....	6
REDUCTIONS IN INSURANCE .....	9
OTHER BENEFITS.....	9
OTHER PROVISIONS.....	9
LIFE INSURANCE .....	10
A. Insuring Clause.....	10
B. Amount Of Life Insurance .....	10
C. Changes In Life Insurance.....	10
D. Repatriation Benefit.....	10
E. When Life Insurance Becomes Effective .....	10
F. When Life Insurance Ends.....	11
G. Reinstatement Of Life Insurance .....	11
DEPENDENTS LIFE INSURANCE.....	12
A. Insuring Clause.....	12
B. Amount Of Dependents Life Insurance .....	12
C. Changes In Dependents Life Insurance.....	12
D. Definitions For Dependents Life Insurance .....	12
E. Becoming Insured For Dependents Life Insurance .....	12
F. When Dependents Life Insurance Ends.....	13
ACCELERATED BENEFIT .....	14
RIGHT TO CONVERT.....	15
CLAIMS.....	16
ASSIGNMENT.....	18

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS .....	19
ALLOCATION OF AUTHORITY .....	21
TIME LIMITS ON LEGAL ACTIONS.....	21
INCONTESTABILITY PROVISIONS .....	22
CLERICAL ERROR AND MISSTATEMENT .....	22
TERMINATION OR AMENDMENT OF THE GROUP POLICY .....	23
DEFINITIONS .....	23

## **Index of Defined Terms**

Accelerated Benefit, 14

Beneficiary, 19

Child, 23

Class Definition, 1

Contributory, 24

Conversion Period, 15

Dependent, 12

Dependents Life Insurance, 24

Disabled, 23

Domestic Partner, 24

Eligibility Waiting Period, 24

Evidence Of Insurability, 24

Group Policy, 24

Group Policy Effective Date, 1

Group Policy Number, 1

Guarantee Issue Amount (for Plan 2), 2

Guarantee Issue Amount (for your  
Spouse), 2, 3

Injury, 24

Insurance (for Accelerated Benefit), 15

Insurance (for Right to Convert), 16

Life Insurance, 24

Maximum Conversion Amount, 9

Member, 1

Minimum Time Insured, 9

Noncontributory, 24

Physician, 24

Policyholder, 1

Pregnancy, 24

Prior Plan, 24

Proof Of Loss, 17

Qualifying Event, 16

Qualifying Medical Condition, 14

Recipient, 20

Right To Convert, 15

Sickness, 24

Spouse, 24

Totally Disabled, 24

You, Your (for Right To Convert), 16

## 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.

---

### GENERAL POLICY INFORMATION

Group Policy Number:	645743-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Policyholder:	New Mexico Retiree Health Care Authority
Group Policy Effective Date:	July 1, 2007
Policy Issued in:	New Mexico

---

### 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**. 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 one of the following: <ol style="list-style-type: none"><li>1. A retiree who participates under the New Mexico Retiree Health Care Authority.</li><li>2. A Spouse, Domestic Partner, or Child of a deceased eligible (but not insured under the Group Policy) retiree who is receiving a survivor's pension benefit.</li></ol>
	You are not a Member if you are: <ol style="list-style-type: none"><li>1. A leased employee.</li><li>2. An independent contractor.</li><li>3. A full-time member of the armed forces of any country.</li></ol>

#### Class Definitions:

- Class 1: Eligible retirees who retired prior to January 1, 2012
- Class 2: Eligible retirees who retired on or after January 1, 2012
- Class 3: Spouses, Domestic Partners, and Children of a deceased eligible (but not insured under the Group Policy) retiree who are receiving a survivor's pension benefit

**Note:** You may not be eligible under more than one Class.

Eligibility Waiting Period:	You are eligible on the date you become a Member.
-----------------------------	---------------------------------------------------

Evidence Of Insurability:

Evidence Of Insurability is never required for a Child.

Required:

- a. Classes 1 and 2: For late application for Plan 2 Life Insurance or Dependents Life Insurance for a Spouse.
- b. For reinstatements if required.
- c. For Members and Spouses eligible but not insured under the Prior Plan.
- d. To become insured for any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$10,000. However, this requirement will be waived on the Group Policy Effective Date for any amount up to the amount of your supplemental life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.
- e. For any Dependents Life Insurance for your Spouse Benefit in excess of the Guarantee Issue Amount of \$10,000.
- f. To become insured for any amount greater than the amount for which you were insured under the Prior Plan, if your insurance under the Prior Plan was limited because you did not provide evidence of insurability or because your evidence of insurability was not approved.
- g. To insure your Spouse for any amount greater than the amount for which he or she was insured under the Prior Plan, if insurance under the Prior Plan was limited because evidence of insurability was not provided or was not approved.
- h. For any increase resulting from a plan or option change you elect, except with respect to coverage for a Child.

**Note:** For Class 3: (a) The late application requirement for Plan 2 Life Insurance is not applicable, and (b) increases in Plan 2 Life Insurance or Dependents Life Insurance for your Child, with Evidence Of Insurability, are not allowed.

### **Exceptions to Evidence Of Insurability:**

- If you are an active or disabled employee insured under a group life insurance policy issued by us to Albuquerque Public Schools (APS) or New Mexico Public Schools Insurance Authority (NMPSIA), requirement d. above will be waived for you if you meet all of the following conditions:
  1. Your insurance under the group life insurance policy issued by us to APS or NMPSIA (a) terminates due to your retirement, or (b) is continued under the waiver of premium provision;
  2. You apply for Plan 2 Life Insurance under the Group Policy within 31 days following the date your insurance under the group life insurance policy issued by us to APS or NMPSIA (a) terminates, or (b) would have terminated if your waiver of premium was not approved; and
  3. The amount of Plan 2 Life Insurance under the Group Policy for which you apply does not exceed the amount of life insurance for which you were insured under the group life insurance policy issued by us to APS or NMPSIA.
- If you are an active or disabled employee or legislator insured under a group life insurance policy offered by State of New Mexico General Services Department (NMGSD), Evidence Of Insurability requirement d. above will be waived for you if you meet all of the following conditions:
  1. Your insurance under the group life insurance policy offered by NMGSD terminates due to your retirement;
  2. You apply for Plan 2 Life Insurance under the Group Policy within 31 days following the date your insurance under the group life insurance policy offered by NMGSD terminates; and
  3. The amount of Plan 2 Life Insurance under the Group Policy for which you apply does not exceed the amount of \$50,000 noncontributory basic life insurance for which you were insured under the group life insurance policy offered by NMGSD.
- If you are an active employee insured under a group life insurance policy issued by us to Albuquerque Public Schools (APS) or New Mexico Public Schools Insurance Authority (NMPSIA), Evidence Of Insurability requirement e. above will be waived for your Spouse if you meet all of the following conditions:
  1. Your insurance under the group life insurance policy issued by us to APS or NMPSIA terminates due to your retirement;
  2. You apply for Dependents Life Insurance for your Spouse under the Group Policy within 31 days following the date your insurance under the group life insurance policy issued by us to APS or NMPSIA terminates; and
  3. The amount of Dependents Life Insurance for your Spouse under the Group Policy for which you apply does not exceed the amount of dependents life insurance for which your Spouse was insured under the group life insurance policy issued by us to APS or NMPSIA.

- If you are a retiree insured under a group life insurance policy issued by us to NMPSIA, Evidence Of Insurability requirements a., d., e., and h. above will be waived for you and your Spouse if you meet all of the following conditions:
  1. You and your Spouse's insurance under the group life insurance policy issued by us to NMPSIA terminates due to your age;
  2. You apply for an increase in Plan 2 Life Insurance or Dependents Life Insurance for your Spouse under the Group Policy within 31 days following the date your insurance under the group life insurance policy issued by us to NMPSIA terminates; and
  3. The amount of your Plan 2 Life Insurance or Dependents Life Insurance for your Spouse after the increase does not exceed the amount of life insurance or dependents life insurance for which you or your Spouse were insured under the group life insurance policy issued by us to NMPSIA.

Note: Requirements a., d., e., and h. will be waived only during the 31 days following the date your insurance under the group life insurance policy issued by us to NMPSIA terminates. It will be waived only one time.

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the total amount of your Life Insurance (Plans 1 and 2, if any, combined).

- If life insurance on an insured Member's eligible Spouse ends due to termination of the Spouse's employment with an employer not covered under the Group Policy, Evidence Of Insurability requirements a. and c. will be waived with respect to Dependents Life Insurance for your Spouse if application is made not later than 31 days following the date the Spouse's coverage ends. However, satisfactory proof of the Spouse's coverage with the former employer will be required. Coverage under the Group Policy becomes effective on the first day of the next calendar month following the date of application. Such coverage is not subject to the late application requirement described under E.2.b in the **Dependents Life Insurance** section.
- If you are a Spouse or Domestic Partner of a deceased eligible (but not insured under the Group Policy) retiree who is receiving a survivor's pension benefit, and you were insured for dependents life insurance under a group life insurance policy issued by us to Albuquerque Public Schools (APS) or New Mexico Public Schools Insurance Authority (NMPSIA), you may become insured as a Class 3 Member under the Group Policy for an amount of coverage listed below, subject to the following conditions:
  1. Your insurance under the group life insurance policy issued by us to APS or NMPSIA terminated due to the death of the deceased eligible retiree.
  2. If you apply for Plan 2 Life Insurance as a Class 3 Member under the Group Policy within 31 days following the date your dependents life insurance terminated, Evidence Of Insurability requirement d. above will be waived for you if you apply for one of the following options of Plan 2 Life Insurance above \$10,000, but the amount may not exceed the total amount of dependents life insurance for which you were insured under the group life insurance policy issued by us to APS or NMPSIA:
    - Option 1: \$ 2,000
    - Option 2: \$ 4,000
    - Option 3: \$ 6,000
    - Option 4: \$ 8,000



- Option 5: \$10,000
- Option 6: \$15,000
- Option 7: \$20,000
- Option 8: \$40,000
- Option 9: \$46,000
- Option 10: \$60,000

You may also enroll your Child(ren) for \$2,500, \$5,000, or \$10,000 of Dependents Life Insurance.

- If you are insured for Dependents Life Insurance under the Group Policy, Evidence Of Insurability requirement d. above will be waived for you if you meet all of the following conditions:
  1. Your Dependents Life Insurance under the Group Policy terminates to avoid dual coverage;
  2. You apply for Plan 2 Life Insurance under the Group Policy within 31 days following the date your Dependents Life Insurance under the Group Policy terminates; and
  3. The amount of your Plan 2 Life Insurance does not exceed the amount of Dependents Life Insurance for which you were insured under the Group Policy.

Note: Requirement d. will be waived only during the 31 days following the date your Dependents Life Insurance under the Group Policy terminates. It will be waived only one time.

#### **Open Enrollment Period**

For Classes 1 and 2: If you do not apply for Life Insurance within 31 days of the later of (a) the last date you had medical coverage and (b) your retirement date, you may apply for Life Insurance only during NMRHCA's next Open Enrollment Period.

Open Enrollment Period means any of the enrollment periods offered by NMRHCA commencing January 1, 2017, and ending January 31, 2017, or commencing on January 1 and ending on January 31 of every odd-numbered year thereafter, in which an eligible retiree, eligible Spouse, eligible Domestic Partner, or eligible Dependent authorized to participate in NMRHCA's coverage may enroll into NMRHCA programs. Outside of such enrollment periods, an eligible retiree, eligible Spouse, eligible Domestic Partner, or eligible Dependent may enroll into NMRHCA programs only upon the occurrence of a qualifying event as provided in NMRHCA's participation rules.

Life Insurance applied for during an Open Enrollment Period becomes effective every odd numbered plan year under NMRHCA's participation rules.

### PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1:

- |                  |                |
|------------------|----------------|
| Class 1:         | Contributory   |
| Classes 2 and 3: | Not applicable |

Plan 2:

- |                      |              |
|----------------------|--------------|
| Classes 1, 2, and 3: | Contributory |
|----------------------|--------------|

Dependents Life Insurance:

Classes 1, 2, and 3:

Contributory

Note: The Surviving Spouse pays the entire premium for Dependents Life Insurance for a Surviving Spouse. The Surviving Child or the Surviving Child's legal guardian pays the entire premium for Dependents Life Insurance for a Surviving Child. See F. When Dependents Life Insurance Ends in the **Dependents Life Insurance** section.

## SCHEDULE OF INSURANCE

## SCHEDULE OF LIFE INSURANCE

Life Insurance Benefit:

For Class 1 Members:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy. Plan 1 is a Contributory plan requiring premium contributions from Members.

You may also become insured for any one option of Plan 2 if you meet the requirements to become insured for Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

You may be insured under Plan 1 and any one option of Plan 2 at any one time.

Plan 1:

\$6,000

Plan 2:

Your choice of **one** of the following options:

Option 1: \$2,000

Option 2: \$4,000

Option 3: \$6,000

Option 4: \$8,000

Option 5: \$10,000

Option 6: \$15,000

Option 7: \$20,000

Option 8: \$40,000

Option 9: \$46,000

Option 10: \$60,000

For Class 2 Members:

You are not eligible for Plan 1 Life Insurance.

You may become insured for any one option of Plan 2 if you meet the requirements to become insured for Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 2:

Your choice of **one** of the following options:

Option 1: \$2,000

Option 2: \$4,000

Option 3: \$6,000

Option 4: \$8,000

- Option 5: \$10,000
- Option 6: \$15,000
- Option 7: \$20,000
- Option 8: \$40,000
- Option 9: \$46,000
- Option 10: \$60,000

**For Class 3 Members:**

You are not eligible for Plan 1 Life Insurance.

Spouse or Domestic Partner: You may become insured for any one of the following options of Plan 2 Life Insurance if you meet the requirements to become insured under the Group Policy.

Plan 2: Your choice of **one** of the following options:

- Option 1: \$2,000
- Option 2: \$4,000
- Option 3: \$6,000
- Option 4: \$8,000
- Option 5: \$10,000

You may also enroll your Child(ren) for \$2,500, \$5,000, or \$10,000 of Dependents Life Insurance.

Plan 2 Life Insurance and Dependents Life Insurance for your Child(ren) are Contributory plans requiring premium contributions from Members.

If you die while insured under Plan 2 and your Child(ren) are insured under Dependents Life Insurance, your Child(ren) may continue the same amount of Dependents Life coverage in place at the time of your death.

Note: See Exceptions To Evidence Of Insurability regarding coverage options for Class 3 Members already enrolled for dependents life insurance under a group life insurance policy issued by us to APS or NMPSIA.

**For all Members:**

The 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 your Life Insurance Benefit, whichever is less.

**Dependents Life Insurance Benefit:**

Note: If your Spouse was insured for \$2,500 or \$5,000 of dependents term life insurance under the Prior Plan on June 30, 2007, coverage will be increased to \$4,000 or \$6,000, respectively, of Dependents Life Insurance for your Spouse under the Group Policy. The increase will become effective on July 1, 2007, and will not be subject to Evidence of Insurability.

**For your Spouse:**

Classes 1 and 2: Your choice of **one** of the following options:

- Option 1: \$2,000
- Option 2: \$4,000
- Option 3: \$6,000

- Option 4: \$8,000
- Option 5: \$10,000
- Option 6: \$15,000
- Option 7: \$20,000
- Option 8: \$40,000
- Option 9: \$46,000
- Option 10: \$60,000

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the total amount of your Life Insurance (Plans 1 and 2, if any, combined).

Class 3: Not applicable

For your Surviving Spouse: The amount for which your Spouse was insured under the Group Policy on the date of your death.

To continue coverage, a Surviving Spouse must apply and agree to pay premiums within 270 days after a Member's death. See F. When Dependents Life Insurance Ends in the **Dependents Life Insurance** section.

For your Child:

Classes 1 and 2: Your choice of **one** of the following options:

- Option 1: \$2,500
- Option 2: \$5,000
- Option 3: \$10,000

The amount of Dependents Life Insurance for your Child may not exceed 100% of the total amount of your Life Insurance (Plans 1 and 2 combined).

Class 3:

If you are the Spouse or Domestic Partner of a deceased eligible retiree and you become insured for Plan 2 Life Insurance, you may elect Dependents Life Insurance for your Child(ren). Dependents Life Insurance for your Child(ren) is a Contributory plan requiring premium contributions from Members.

Your choice of **one** of the following options:

- Option 1: \$2,500
- Option 2: \$5,000
- Option 3: \$10,000

The amount of Dependents Life Insurance for your Child may not exceed 100% of the total amount of your Life Insurance.

For your Surviving Child: The amount for which your Child was insured under the Group Policy on the date of your death.

To continue coverage, a Surviving Child or a Surviving Child's legal guardian must apply and agree to pay premiums within 270 days after a Member's death. See F. When Dependents Life Insurance Ends in the **Dependents Life Insurance** section.

---

## REDUCTIONS IN INSURANCE

Insurance will not be reduced because of your or your Dependent's age.

---

## OTHER BENEFITS

Accelerated Benefit:	Classes 1 and 2: Yes
	Class 3: No
Conversion:	Classes 1, 2, and 3: Yes

---

## OTHER PROVISIONS

Limits on Right To Convert if  
Group Policy terminates  
or is amended:

Minimum Time Insured:	5 years
Maximum Conversion Amount:	\$10,000

## 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

##### For Classes 1 and 2:

You must apply in writing for any elective increase in your Plan 2 Life Insurance.

An increase in your Plan 2 Life Insurance becomes effective as follows:

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

An increase in your Plan 2 Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability.

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

An increase in your Plan 2 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.

For Class 3: Elective increases are not allowed.

#### 2. Decreases

You must request a decrease in your Life Insurance in writing and submit it to the Policyholder.

A decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder receives your 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 150 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

Your Life Insurance becomes effective as follows:

#### 1. Life Insurance Subject To Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability.

## 2. Life Insurance Not Subject To Evidence Of Insurability

### a. Plan 1 Life Insurance

Plan 1 Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date you become eligible.

### b. Plan 2 Life Insurance

You must apply in writing for Plan 2 Life Insurance and agree to pay premiums. Plan 2 Life Insurance not subject to Evidence Of Insurability becomes effective on:

For Classes 1 and 2:

- (i) The first day of the calendar month coinciding with or next following the date you become eligible, if you apply on or before that date.
- (ii) The first day of the calendar month coinciding with or next following the date you become eligible, if you apply within 31 days after you become eligible.

For Class 3: The first day of the calendar month coinciding with or next following the date you apply.

Late application:

For Classes 1 and 2: Evidence Of Insurability is required if you apply more than 31 days after you become eligible to participate in the New Mexico Retiree Health Care Authority.

For Class 3: Late application is not applicable.

## 3. Takeover Provision

You must submit satisfactory Evidence Of Insurability to become insured for Plan 2 Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

## F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution;
2. The date the Group Policy terminates;
3. The last day of the month in which you cease to be a Member; and
4. For Class 3, the last day of the month in which we receive your request in writing to cancel your Life Insurance.

## G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1. and 2. below will apply.

1. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
2. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.

(REPAT) L.L.F.NM.2X

## 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

##### For Classes 1 and 2:

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

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 coinciding with or next 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 requested date of the increase, but not before the date you apply.

For Class 3: Elective increases are not allowed.

#### 2. Decreases

You must request a decrease in your Dependents Life Insurance in writing and submit it to the Policyholder.

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

### D. Definitions For Dependents Life Insurance

Dependent means your Spouse or 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.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

#### 2. Effective Date

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



Your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

1. The date your Life Insurance becomes effective; and
2. The first day of the calendar month coinciding with or next following the date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

Dependents Life Insurance not subject to Evidence Of Insurability becomes effective as follows:

For Classes 1 and 2:

- i. On the date your Life Insurance becomes effective, if you apply on or before that date; or
- ii. For your Spouse, if you apply after the date your Life Insurance becomes effective:  
On the first day of the calendar month coinciding with or next following the date you acquired your Spouse, if you apply within 31 days after that date.
- iii. For a Child, if you apply after the date your Life Insurance becomes effective:
  - 1) On the date you acquired the Child, if you apply within 31 days after that date.
  - 2) On the first day of the calendar month coinciding with or next following the date you apply, if you apply more than 31 days after the date you acquired the Child.

For Class 3: The first day of the calendar month coinciding with or next following the date you apply.

Late application:

For Classes 1 and 2: Evidence Of Insurability is required for your Spouse (a) if you apply for Spouse coverage more than 31 days after you become eligible to participate in the New Mexico Retiree Health Care Authority, or (b) if you apply for Spouse coverage more than 31 days after the date you acquired your Spouse.

For Class 3: Late application is not applicable.

- c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.
- d. Takeover Provision

Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. For Classes 1 and 2: Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time). However, for a Surviving Spouse or Surviving Child, Dependents Life Insurance will continue with premium payment until the Surviving Spouse dies or the Surviving Child is no longer eligible for insurance as a Surviving Child. The Surviving Spouse or Surviving Child or the Surviving Child's legal guardian must apply in writing within 270 days following the date of the Member's death for insurance to continue.

Surviving Spouse means the insured Spouse of a Member at the time of the Member's death. Surviving Child means an insured Child of a deceased Member, whose other parent is also deceased.

2. For Class 1, the date your Plan 1 Life Insurance ends;
3. For Class 2, the date your Plan 2 Life Insurance ends;
4. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
5. The date the last period ends for which you made a premium contribution, unless insurance is continued under F.1.;
6. For your Spouse, the last day of the month following your divorce or termination of your Domestic Partner relationship;
7. For any Dependent, the last day of the month in which the Dependent ceases to be a Dependent;
8. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given; and
9. For Class 3: The last day of the month in which we receive your request in writing to cancel your Dependents Life Insurance.

(SP & CH\_DOM) LI.DL.OT.3X

## **ACCELERATED BENEFIT**

### **A. Accelerated Benefit**

If you 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 \$25,000. The minimum Accelerated Benefit is 10% of your Insurance.

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.

#### 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 Benefit under the Group Policy.

**LIAB.OT.5X**

### **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.

Except as limited under C. Limits On Right To Convert, 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.
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, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
  - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
  - b. The Maximum Conversion Amount. See **Coverage Features**.

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**.

LI.RC.OT.1

## 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.

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 30 days, benefits payable for coma will end.

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. 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.

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 within 60 days after receiving notice of the denial.

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. 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.

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.

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) LL.CL.OT.5X

## **ASSIGNMENT**

If the amount of your Life Insurance is less than \$25,000, you may not make an assignment.

If the amount of your Life Insurance is \$25,000 or more, you may make an absolute assignment of all your Life Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy is assignable. Dependents Life Insurance is not assignable.
2. You may not make a collateral assignment.
3. The assignment must be absolute and irrevocable. It must transfer all rights, including:
  - a. The right to change the Beneficiary;
  - b. The right to buy an individual life insurance policy on your life under **Right To Convert**; and
  - c. The right to receive accidental dismemberment benefits.
  - d. The right to apply for and receive an Accelerated Benefit.
4. The assignment will apply to all of your Life Insurance in effect on the date of the assignment or becoming effective after that date.
5. The assignment may be to any person permitted by law.
6. The assignment will have no effect unless it is: made in writing, signed by you, and delivered to the Policyholder in your lifetime. Neither we nor the Policyholder is responsible for the validity, sufficiency or effect of the assignment.
7. All accidental dismemberment benefits will be paid to the assignee. All death benefits will be paid according to the beneficiary designation on file with the Policyholder, and the **Benefit Payment And Beneficiary Provisions**.

8. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyholder, and the **Benefit Payment And Beneficiary Provisions** will fully discharge us to the extent of the payment.

You may not make an assignment which is contrary to the rules in 1 through 8 above.

(ALLOWED) LI.AS.OT.2X

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

### **A. Payment Of Benefits**

1. Except as provided in item 4. below, benefits payable because of your death or coma will be paid to the Beneficiary you name. See B through E of this section. Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change of condition.

Dependents Life Insurance Benefits payable because of the death of a Surviving Spouse or Surviving Child will be paid to the Beneficiary named by the Surviving Spouse or Surviving Child or the Surviving Child's legal guardian. If the Surviving Spouse or Surviving Child did not name a Beneficiary or was not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

- a. The children of the Surviving Spouse or Surviving Child.
  - b. The parents of the Surviving Spouse.
  - c. The brothers and sisters of the Surviving Spouse or Surviving Child.
  - d. The Surviving Spouse or Surviving Child's estate.
2. The benefits below will be paid to you if you are living.
    - a. Dependents Life Insurance benefits.
    - b. Accelerated Benefits.
  3. Dependents Life Insurance benefits 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.
  4. Additional Benefits will be paid as follows:

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

### **B. Naming A Beneficiary**

Beneficiary means a person named to receive death benefits. You, a Surviving Spouse or Surviving Child, or a Surviving Child's legal guardian may name one or more Beneficiaries.

If two or more Beneficiaries in a class are named:

1. Two or more surviving Beneficiaries will share equally, unless you, a Surviving Spouse or Surviving Child, or a Surviving Child's legal guardian provides for unequal shares.
2. If unequal shares in a class are specified, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless provided 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.

Beneficiaries may be named or changed at any time without the consent of a Beneficiary.

If you are eligible for and insured for both Plan 1 and Plan 2 Life Insurance, your Beneficiary designation for Plan 1 Life Insurance may differ from your Beneficiary designation for Plan 2 Life Insurance.

Beneficiaries must be named or changed in writing. Writing includes a form signed by you, a Surviving Spouse or Surviving Child, or a Surviving Child's legal guardian, or a verification from the Policyholder of an electronic or telephonic designation made by you, a Surviving Spouse or Surviving Child, or a Surviving Child's legal guardian.

A designation:

1. Must be dated;
2. Must be delivered to the Policyholder during the insured's 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 that meets the requirements of a Prior Plan will be accepted as a Beneficiary designation under the Group Policy.

#### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person 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. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

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\_25K SSA LUMP INSTALL\_SPOUSE DEF TERM) LI.BB.OT.5X

## **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

## **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 to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder 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 a copy of a written instrument signed by the Policyholder 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.2X**

## **CLERICAL ERROR AND MISSTATEMENT**

### **A. Clerical Error**

Clerical error by the Policyholder or its 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 acts 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.2X**

## **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 and its 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.1X**

## **DEFINITIONS**

Child means:

1. Your child from live birth through age 25; or
2. Your child who meets either of the following requirements:
  - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
  - b. The child was insured under the Prior Plan on the day before the effective date of the Policyholder's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

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

- i. Your adopted child and a child placed in your home for purposes of adoption;
- ii. Your stepchild, foster child, dependent grandchild and the child of your Spouse, if living in your home; and
- iii. A child living in your home for whom you are the court appointed legal guardian.

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age, or b) the effective date of the

Policyholder's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

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 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 the Policyholder's group life insurance plan in effect on the day before the effective date of the Policyholder'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; 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.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or from whom you have terminated a Domestic Partner relationship.

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.

(BASE\_DOM) LI.DF.NM.5X

ALIC99X