

# 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:	Kansas Public Employees Retirement System Board of Trustees
Policy Number:	753781-A
Effective Date:	July 1, 2016

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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

GC616-LIFE/KPERS

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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:	753781-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Policyholder:	Kansas Public Employees Retirement System Board of Trustees
Employer(s):	Any employer that has affiliated with or is in the process of affiliating with the Kansas Public Employees Retirement System (KPERS) and that has elected to participate under the Group Policy pursuant to K.S.A. 74-4927(7).
Group Policy Effective Date:	July 1, 2016
Policy Issued in:	Kansas

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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 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: <ol style="list-style-type: none"><li>1. An active employee of the Employer who is one of the following:<ol style="list-style-type: none"><li>a. A member of KPERS;</li><li>b. A member of the Retirement System for Judges;</li><li>c. An unclassified employee of a Kansas Board of Regents institution who participates in the KBOR retirement plan;</li><li>d. An employee of the University of Kansas Hospital Authority;</li><li>e. A member of Kansas Police and Firemen's Retirement System (KP&amp;F); or</li><li>f. A certain "state officer" who has chosen, as allowed in K.S.A. 74-4911f, to participate in the State's alternative defined contribution plan for such state officers; and</li></ol></li><li>2. Working at least:</li></ol>
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- a. 630 hours each year for an employee participating in KPERS under K.S.A. 74-4931 *et seq.*; and
- b. 1000 hours each year for any other employee.

You are not a Member if you are:

- 1. A temporary or seasonal employee.
- 2. A leased employee.
- 3. An independent contractor.
- 4. A full time member of the armed forces of any country.

Class Definition:

Class 1: All Members other than Kansas Police and Firemen's Retirement System members (KP&F)

Class 2: Members of Kansas Police and Firemen's Retirement System

Eligibility Waiting Period:

You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Evidence Of Insurability:

Required:

- a. For late application for Contributory insurance for you or your Spouse.
- b. For reinstatements if required.
- c. For Members and Dependent Spouses eligible but not insured for Contributory Life Insurance under the Prior Plan.
- d. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$250,000.
- e. For any Dependents Life Insurance Benefit for your Spouse in excess of the Guarantee Issue Amount of \$25,000. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of dependents 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.
- f. For any increase resulting from a plan or option change you elect for you or your Spouse.

**Evidence Of Insurability is not required for a Child.**

**Note: Evidence Of Insurability is waived as shown below.**

- 1. If you cease to be a Member and remain eligible for coverage as a Spouse, Evidence Of Insurability is not required for you to become insured for an amount of your Plan 2 Life Insurance as a Spouse equal to or less than the amount of your Plan 2 Life Insurance that ended. However, application for such coverage must be made within 30 days after you cease to be insured as a Member and the total amount of your Dependents Life Insurance as a Spouse must not exceed the maximum amount shown in the Schedule Of Insurance.

2. If your Dependents Life Insurance as a Spouse ends because your Spouse ceases to be a Member, Evidence Of Insurability is not required for you to become insured for an amount of Plan 2 Life Insurance equal to or less than the amount of your Dependents Life Insurance as a Spouse that ended. However, application for such coverage must be made within 30 days after your Spouse ceases to be insured as a Member and the total amount of your Dependents Life Insurance as a Spouse must not exceed the maximum amount shown in the Schedule Of Insurance.

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

#### **During Annual Enrollment Period**

During the Policyholder's Annual Enrollment Period certain Evidence Of Insurability requirements will be waived with respect to Plan 2 Life Insurance and Dependents Life Insurance. However, we will not waive the Evidence Of Insurability requirements if you or your Spouse 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.

1. If you are insured for Plan 2 Life Insurance, requirement f. above will be waived if you apply for an increase in your Plan 2 Life Insurance of \$50,000, or less, during the Annual Enrollment Period. However, Evidence Of Insurability is required to become insured for an increase that exceeds \$50,000.
2. If you are eligible but not insured for Plan 2 Life Insurance, requirements a. and c. above will be waived if you apply for Plan 2 Life Insurance of \$50,000, or less, during the Annual Enrollment Period. However, Evidence Of Insurability is required to become insured for more than \$50,000.
3. If your Spouse is eligible but not insured for Dependents Life Insurance, requirements a. and c. above will be waived if you apply for Dependents Life Insurance of \$25,000, or less, for your Spouse during the Annual Enrollment Period. However, Evidence Of Insurability is required for your spouse to become insured for more than \$25,000.
4. If your Spouse is insured for Dependents Life Insurance, requirements f. above will be waived if you apply for an increase in Dependents Life Insurance of any multiple of \$5,000, subject to the Guarantee Issue Amount, for your Spouse during the Annual Enrollment Period. However, Evidence Of Insurability is required for your spouse to become insured for more than \$25,000.

Annual Enrollment Period means the period designated each year by the Policyholder 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 Plan 2 Life Insurance and Dependents Life Insurance. However, we will not waive the Evidence Of Insurability requirements if you or your Spouse 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.

1. If you are insured for Plan 2 Life Insurance, requirement f. above will be waived if you apply for an increase in your Plan 2 Life Insurance of \$50,000, or less, within 31 days of a Family Status Change. However, Evidence Of Insurability is required to become insured for an increase that exceeds \$50,000.
2. If you are eligible but not insured for Plan 2 Life Insurance, requirements a. and c. above will be waived if you apply for Plan 2 Life Insurance of \$50,000, or less, within 31 days of a Family Status Change. However, Evidence Of Insurability is required to become insured for more than \$50,000.
3. If your Spouse is eligible but not insured for Dependents Life Insurance, requirements a. and c. above will be waived if you apply for Dependents Life Insurance of \$25,000, or less, for your

Spouse within 31 days of a Family Status Change. However, Evidence Of Insurability is required for your spouse to become insured for more than \$25,000.

4. If your Spouse is insured for Dependents Life Insurance, requirement f., above will be waived if you apply for an increase in Dependents Life Insurance of any multiple of \$5,000, subject to the Guarantee Issue Amount, for your Spouse within 31 days of a Family Status Change. However, Evidence Of Insurability is required for your spouse to become insured for more than \$25,000.

Family Status Change means any of the following events:

1. Your marriage or divorce.
2. The birth of your Child.
3. The adoption of a Child by you.
4. The death of your Spouse and/or Child.
5. The commencement or termination of your Spouse's employment.
6. A change in employment from full-time to part-time by you, your Spouse.

You may increase your Life Insurance due to any of the event(s) above.

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## PREMIUM CONTRIBUTIONS

Life Insurance:	Plan 1: Noncontributory
	Plan 2: Contributory
Dependents Life Insurance:	
Spouse:	Contributory
Child:	Contributory

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## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

Plan 1 Life Insurance is available as shown in the schedule below.

Plan 1 (basic):                      Class 1: 1.5 times your Annual Compensation, rounded to the nearest \$1, if not already a multiple of \$1. There is no maximum amount.

Class 2: None

Plan 2 Life Insurance is available to Members of Employers affiliated for optional employee life insurance only. Employees of Employers who do not offer optional employee life insurance are not eligible to elect Plan 2 Life Insurance. Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 2 (optional):                      If your Employer is affiliated for optional employee life insurance, you may apply for Life Insurance in multiples of \$5,000, from \$5,000 to \$400,000.



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 the Life Insurance Benefit, whichever is less.

For your Dependents:

Dependents Life Insurance is available to Members of Employers affiliated for optional employee life insurance only. Employees of Employers who do not offer optional employee life insurance are not eligible to elect Dependents Life Insurance.

For your Spouse:

Dependents Life Insurance Benefit: If your Employer is affiliated for optional employee life insurance, you may apply for Dependents Life Insurance in multiples of \$5,000, from \$5,000 to \$100,000.

For your Child:

Dependents Life Insurance Benefit: If your Employer is affiliated for optional employee life insurance, you may elect one of the following options:

Option 1: \$10,000

Option 2: \$20,000

Note: The automatic 31-day Dependents Life Insurance Benefit for a newborn or adopted Child is Option 2.

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## REDUCTIONS IN INSURANCE

Your insurance is not subject to reductions due to age.

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## OTHER BENEFITS

Waiver Of Premium:

No

Accelerated Benefit:

Yes, for Members and Dependents

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## OTHER PROVISIONS

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

Minimum Time Insured:

5 years

Maximum Conversion Amount:

\$2,000

Suicide Exclusion:

Applies to:

a. Plan 2 Life Insurance

b. Dependents Life Insurance on your Spouse

Leave Of Absence Period:

Military leave: 16 months

Furlough: 12 months (up to 3 years for a Board of Regents employee).

Sabbatical: 36 months (for Board of Regents employees only).

Any other approved leave of absence: 60 days

Insurance Eligible For Portability:

For you:

Life Insurance	Yes
Minimum amount:	\$10,000
Maximum amount:	\$500,000

For your Spouse:

Dependents Life Insurance	Yes
Minimum amount:	\$5,000
Maximum amount:	\$100,000

For your Child:

Dependents Life Insurance	Yes
Minimum amount:	\$1,000
Maximum amount:	\$20,000

Annual Compensation based on: Annual rate of pay from your Employer. See definition of Annual Compensation in the **Definitions** section.

## 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 or electronically for any elective increase in your Life Insurance.

An increase in your Life Insurance becomes effective as follows:

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

Subject to the **Active Work Provisions**, An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the later of a) the first day of the calendar month after we approve your Evidence Of Insurability, and b) the date determined as follows:

- (i) The date of the Family Status Change, if you apply within 31 days of a Family Status Change.
- (ii) The first day of the following plan year, if you apply during an Annual Enrollment Period.
- (iii) The date you apply, if you apply at any other time.

##### 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 date of a change in your Annual Compensation.
- (ii) The first day of the calendar month coinciding with or next following the date of a change in your classification.
- (iii) The first day of the calendar month coinciding with or next following the date you apply for an elective increase subject to the **Active Work Provisions**, subject to the **Active Work Provisions**.
- (iv) 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, subject to the **Active Work Provisions**.
- (v) The first day of the next plan year following the date you apply, if you apply during an Annual Enrollment Period, subject to the **Active Work Provisions**.

#### 2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Compensation 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. Suicide Exclusion: Life Insurance

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Plan 2 (optional) Life Insurance which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

#### F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory, and whether Evidence Of Insurability is required.

Subject to the **Active Work Provisions**, 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 later of a) the first day of the calendar month after we approve your Evidence Of Insurability, and b) the date determined as follows.

- a. The date you apply, if you apply within 31 days after you become eligible and for an amount over the Guarantee Issue Amount.
- b. The date of the Family Status Change, if you apply within 31 days of a Family Status Change.
- c. The first day of the following plan year, if you apply during an Annual Enrollment Period.
- d. The date you apply, if you apply at any other time.

##### 2. Life Insurance not subject to Evidence Of Insurability

###### a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

###### b. Contributory Life Insurance

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

- (i) The date you become eligible, if you apply on or before that date.
- (ii) The date you apply, if you apply within 31 days after you become eligible.
- (iii) 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.

- (iv) The first day of the following plan year, if you apply during the Annual Enrollment Period.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

### 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.

### G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium was paid for your Life Insurance;
- 2. The date the Group Policy terminates;
- 3. The last day of the calendar month in which your employment terminates; and
- 4. The last day of the calendar month in which 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 3 above.
  - a. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - b. During the first 60 days of:
    - (1) A temporary layoff; or
    - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
  - c. 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.
  - d. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

### H. 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 your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 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 Life 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.

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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

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:

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

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of a) the first day of the calendar month after we approve your Dependent's Evidence Of Insurability, and b) the date determined as follows:

- a. The date of the Family Status Change, if you apply within 31 days of a Family Status Change.
- b. The first day of the following plan year, if you apply during an Annual Enrollment Period.
- c. The date you apply, if you apply at any other time.

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

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

- a. The first day of the calendar month coinciding with or next following the date you apply for an elective increase.
- b. 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.
- c. The first day of the following plan year, if you apply during an Annual Enrollment Period.

### D. Suicide Exclusion: Dependents Life Insurance

If a Dependent's death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below will apply.

1. The amount payable will exclude the amount of Dependents Life Insurance which has not been continuously in effect for at least 2 years on the date of death. In computing the 2-year period, we will include time insured under the Prior Plan.
2. We will refund all premiums paid for Dependents Life Insurance which is excluded from payment under this suicide exclusion which we determine are attributable to that Dependent.

### E. 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.

## F. Becoming Insured For Dependents Life Insurance

### 1. Eligibility

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

- a. The date you become eligible for Life Insurance; 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 or electronically for Dependents Life Insurance and agree to pay premiums.

Subject to the **Active Work Provisions**, 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 latest of:

- i. The date your Life Insurance becomes effective;
- ii. The first day of the calendar month after we approve Evidence Of Insurability for your Spouse; and
- iii. The date determined as follows:
  - a) The date you apply, if you apply within 31 days after you become eligible and for an amount over the Guarantee Issue Amount.
  - b) The date of the Family Status Change, if you apply within 31 days of a Family Status Change.
  - c) The beginning of the following plan year, if you apply during an Annual Enrollment Period.
  - d) The date you apply, if you apply at any other time.

#### b. Dependents Life Insurance Not Subject To Evidence Of Insurability

Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Life Insurance becomes effective, if you apply on or before that date;
- ii. The date you become eligible to insure your Dependents, if you apply on or before that date;
- iii. The date you apply, if you apply within 31 days after you become eligible;
- iv. 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; and
- v. The first day of the following plan year, if you apply during the Annual Enrollment Period.

Late Application: Evidence Of Insurability is required for your Spouse if you apply more than 31 days after you become eligible.

c. Hospital or Nursing Home Confinement Limitation

Dependents Life Insurance will not become effective for a Dependent who is confined to a Hospital or a Nursing Home on the day before the scheduled effective date of your Dependents Life Insurance. Dependents Life Insurance for that Dependent will become effective on the day after the Hospital confinement ends, if on that date Dependent is performing in the customary manner all the normal activities of a person in good health of the same age and gender. However, this limitation will not apply to a newborn Child or Child who is Disabled.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians.

Nursing Home means a licensed institution operated for the purpose of providing nursing care and treatment for individuals which provides 24-hour nursing services under the direction and supervision of a Physician

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

e. In the event Dependents Life Insurance is not in effect at the time you acquire a newborn or adopted Child, that Child is automatically insured for 31 days from the moment of live birth or placement in an amount shown in the Coverage Features.

However, you must apply in writing and remit premium back to the date of birth or placement within 31 days for Dependents Life Insurance to continue. If the application is not received within the 31 days, the Dependents Life Insurance terminates. This section does not apply to you if you have an existing Dependent Child and you previously declined to enroll in Dependents Life Insurance.

f. Takeover Provision

A Spouse 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.

G. 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;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce; and
6. For any Dependent, the date the Dependent ceases to be a Dependent.

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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, unless such an increase is due to a change in your classification or Annual Earnings.

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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## CONTINUITY OF COVERAGE

### A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

### B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

LI.CC.01

## PORTABILITY OF INSURANCE

### A. Portability Of Insurance

If your insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan, 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 insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan, 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** provision for other options that may be available to you under the Group Policy.)

2. On the date your insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan, you are under age 80.
3. You must apply in writing and pay the first premium directly to us at our Home Office within 60 days after the date your insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan. 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 Policyholder'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.

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 insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan.

#### C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan, if you apply within 60 days after the date your insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan.

If death occurs within 60 days after the date your insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan, and not the terms of the Group Life Portability Insurance Policy. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your insurance under the Group Policy terminates or you retire under the Policyholder's retirement plan.

## CONTINUED LIFE INSURANCE

#### A. Continued Life Insurance Benefit

Insurance may be continued with payment of premiums for up to 12 months while you are under age 65 and your ability to work is limited because of Sickness, Injury, or Pregnancy.

Your Insurance may be continued with payment of premiums beyond those 12 months if you are Disabled and under age 65.

#### B. Definitions For Continued Life Insurance

1. Insurance means your Plan 2 (optional) Life Insurance and Dependents Life Insurance under the Group Policy.
2. 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.

#### C. Amount Of Insurance

The amount of Insurance eligible for Continued Life Insurance is the amount in effect on the day before you become Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Disabled.

2. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

D. When Continued Life Insurance Ends

Continued Life Insurance ends on the earliest of:

1. The date you cease to be Disabled;
2. The date the last period ends for which a premium contribution is made for your Insurance;
3. 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;
4. The date the Group Policy terminates;
5. The date you retire or withdraw membership the retirement system; and
6. The date you reach age 65.

## 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.

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 24 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. The Member must apply on behalf of a Child. 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 100% 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.

The Accelerated Benefit will be paid to you. The Accelerated Benefit for a Child will be paid to the Member. 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 amount of your Insurance as if no Accelerated Benefit had been paid minus the amount of the Accelerated Benefit.

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, Dependents Life Insurance Benefit, if any, under the Group Policy.

You and your mean any person insured under the Group Policy under the Group Policy.

LI.AB.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 60-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. 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.

C. 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.

D. Time Of Payment

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

E. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except 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 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 claim for the 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 claim for 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.

#### F. 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 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 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 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 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 judgment, 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 judgment 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 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.

If the claimant disagrees with our decision, before taking legal action, the claimant must make a written request to the Policyholder for a hearing pursuant to K.S.A. 74-4904(2) within 30 days after we send written notice of our decision.

(2ND REV PUB WRDG\_NEW WOP WRDG) LI.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 except Dependents Life Insurance.
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 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 or Employer in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.
7. All death benefits will be paid according to the beneficiary designation on file with the Policyholder or Employer, 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 or Employer, 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.2

## BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

### A. Payment Of Benefits

1. Except as provided in item 4 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through D of this section.

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 unpaid at your death will be paid in equal shares to the first surviving class below:
  - a. The Member's spouse
  - b. The Member's dependent child or children
  - c. The Member's dependent parent or parents
  - d. The Member's nondependent child or children
  - e. The Member's nondependent parent or parents
  - f. The Member's estate
4. The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

#### B. Naming A Beneficiary

Beneficiary means any natural person or persons, estate or trust, or any combination thereof you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally.
2. 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.

You may name or change Beneficiaries in writing or electronically.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder 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 or, if an electronic designation, verified by the Policyholder.

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. 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. The Member's spouse
2. The Member's dependent child or children
3. The Member's dependent parent or parents
4. The Member's nondependent child or children
5. The Member's nondependent parent or parents
6. The Member's estate



#### D. Methods Of Payment

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

##### 1. Lump Sum

All amounts payable may be payable in a lump sum if the Recipient chooses.

##### 2. Standard Secure Access Checking Account

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

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
- 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.

(NO\_FB\_REPAT\_ELECT/TEL DESIG\_WITH DEF SP\_WITH REV SSA\_SPOUSE DEF TERM\_THIRD PARTY DESIG) LI.BB.OT.6

### 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 five 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.

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### 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.

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## DEFINITIONS

Annual Compensation means your annual rate of pay from your Employer, as provided in the Policyholder's records and as provided by K. A. R. 80-7-1.

Child means:

1. Your child from live birth to age 26; 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:

- i. Your adopted child;
- ii. Your stepchild, if living in your home; and
- iii. A child living in your home for whom you are the court appointed legal guardian.

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 a person to whom you are legally married. However, 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.

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