

# STANDARD INSURANCE COMPANY

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

## CERTIFICATE GROUP LIFE INSURANCE

---

Policyholder:	Multnomah County
Policy Number:	755566-A
Effective Date:	January 1, 2018
Classification:	Class 2: Active Electricians
	Class 3: Active Local 701 Operating Engineers
	Class 4: Active Painters
	Class 5: Active Nurses (Oregon Nurses Association)
	Class 7: Active General Members - Local 88
	Class 10: Active Local 88 Juvenile Group Workers

---

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

GC899-LIFE

## Table of Contents

COVERAGE FEATURES .....	1
GENERAL POLICY INFORMATION .....	1
BECOMING INSURED .....	1
PREMIUM CONTRIBUTIONS.....	4
SCHEDULE OF INSURANCE .....	5
REDUCTIONS IN INSURANCE .....	5
OTHER BENEFITS.....	6
OTHER PROVISIONS .....	6
LIFE INSURANCE.....	8
A. Insuring Clause.....	8
B. Amount Of Life Insurance .....	8
C. Changes In Life Insurance .....	8
D. Repatriation Benefit .....	8
E. Suicide Exclusion: Life Insurance.....	9
F. When Life Insurance Becomes Effective .....	9
G. When Life Insurance Ends .....	10
H. Reinstatement Of Life Insurance .....	10
DEPENDENTS LIFE INSURANCE .....	10
A. Insuring Clause.....	10
B. Amount Of Dependents Life Insurance .....	10
C. Changes In Dependents Life Insurance.....	11
D. Suicide Exclusion: Dependents Life Insurance .....	11
E. Definitions For Dependents Life Insurance .....	11
F. Becoming Insured For Dependents Life Insurance .....	11
G. When Dependents Life Insurance Ends .....	12
ACTIVE WORK PROVISIONS .....	13
CONTINUITY OF COVERAGE .....	13
PORTABILITY OF INSURANCE .....	13
WAIVER OF PREMIUM.....	14
ACCELERATED BENEFIT.....	15
RIGHT TO CONVERT.....	17
CLAIMS.....	18
ASSIGNMENT.....	20
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS .....	21
TIME LIMITS ON LEGAL ACTIONS .....	23
INCONTESTABILITY PROVISIONS.....	23
CLERICAL ERROR AND MISSTATEMENT.....	24
TERMINATION OR AMENDMENT OF THE GROUP POLICY .....	24
DEFINITIONS .....	25

## Index of Defined Terms

Accelerated Benefit, 15  
Active Work, Actively At Work, 13  
AD&D Insurance, 25  
Annual Enrollment Period, 3

Beneficiary, 21

Child, 25  
Class Definition, 1  
Contributory, 25  
Conversion Period, 17

Dependent, 11  
Dependents Life Insurance, 25  
Domestic Partner, 26

Eligibility Waiting Period, 25  
Employer(s), 1  
Evidence Of Insurability, 25

Family Status Change, 4

Group Policy, 25  
Group Policy Effective Date, 1  
Group Policy Number, 1  
Guarantee Issue Amount (for Dependents Life Insurance), 3  
Guarantee Issue Amount (for Plan 2), 2

Injury, 26  
Insurance (for Right to Convert), 17  
Insurance (for Waiver Of Premium), 14

Leave Of Absence Period, 6  
Life Insurance, 26

Maximum Conversion Amount, 6  
Member, 1  
Minimum Time Insured, 6

Noncontributory, 26

Physician, 26  
Policyholder, 1  
Pregnancy, 26  
Prior Plan, 26  
Proof Of Loss, 18

Qualifying Event, 17  
Qualifying Medical Condition, 16

Recipient, 22  
Right To Convert, 17

Sickness, 26  
Spouse, 26

Totally Disabled, 14

Waiting Period (for Waiver Of Premium), 14  
Waiver Of Premium, 14

You, Your (for Right To Convert), 17

## 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:	755566-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Not applicable
Policyholder:	Multnomah County
Employer(s):	Multnomah County
Group Policy Effective Date:	January 1, 2018
Policy Issued in:	Oregon

---

### 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 one of the following: <ol style="list-style-type: none"><li>1. An active employee of the Employer who is regularly working at least 20 hours each week; or</li><li>2. An employee who retired under the Employer's retirement program.</li></ol>
	You are not a Member if you are: <ol style="list-style-type: none"><li>1. An intern or a temporary or seasonal employee. This restriction does not apply to a non-represented temporary employee with employee benefits.</li><li>2. A leased employee.</li><li>3. An independent contractor.</li><li>4. A full time member of the armed forces of any country. This restriction does not apply to an activated reservist for the reservist leave period allowed by the Employer, and in no event longer than the longest leave period allowed under the Group Policy, subject to continued payment of premiums.</li></ol>

Class Definition:

- Class 2: Active Electricians
- Class 3: Active Local 701 Operating Engineers
- Class 4: Active Painters
- Class 5: Active Nurses (Oregon Nurses Association)
- Class 7: Active General Members - Local 88
- Class 10: Active Local 88 Juvenile Group Workers

**This Certificate applies to the classes listed above. Other classes are also covered under the Group Policy. Contact your Employer for further information.**

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 first day of the calendar month coinciding with or next following the date you become a Member.

Evidence Of Insurability: Required:

- a. For late application for Contributory insurance.
- b. For reinstatements if required.
- c. For Members and Dependents eligible but not insured under the Prior Plan.
- d. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$200,000. However this requirement will be waived:
  - i. On the Group Policy Effective Date for an amount equal to the amount of contributory life insurance in effect under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.
  - ii. On the date you become a Member again for reinstatement of amounts that were continued under **Portability Of Insurance** and were in effect on the day before you become a Member again, if you apply within 31 days after becoming a Member again.

If you continued your coverage under **Portability Of Insurance**, that coverage will terminate not later than the date you become insured again under the Group Policy.

  - iii. For reinstatement of amounts that were in effect under the Group Policy or Prior Plan, if you become a Member again within 12 months after your insurance ends and you apply within 31 days after becoming a Member again.
- e. For any Dependents Life Insurance Benefit for your Spouse/Domestic Partner in excess of the Guarantee

Issue Amount of \$50,000. However this requirement will be waived:

- i. 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; and
- ii. On the date you become a Member again for reinstatement of amounts that were continued under **Portability Of Insurance** and were in effect on the day before you become a Member again, if you apply within 31 days after becoming a Member again.

If you continued coverage for your Spouse/Domestic Partner under **Portability Of Insurance**, that coverage will terminate not later than the date your Spouse/Domestic Partner becomes insured again under the Group Policy.

- f. For any increase resulting from a plan or option change you elect.

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

**One Time Open Enrollment Period: October 18, 2017 through December 31, 2017**

If you were eligible for or insured for supplemental life insurance under the Prior Plan on the day before the Group Policy Effective Date, certain Evidence Of Insurability requirements will be waived with respect to Plan 2 Life Insurance.

1. If you were eligible but not insured for supplemental life insurance under the Prior Plan on the day before the Group Policy Effective Date, requirements a. and c. above will be waived for you if you apply for an amount of Plan 2 (supplemental) Life Insurance up to the Guarantee Issue Amount during your Employer's One Time Open Enrollment Period.
2. If you were insured for supplemental life insurance under the Prior Plan on the day before the Group Policy Effective Date for an amount less than \$200,000, requirement f. above will be waived for you if you apply for an increase in your Plan 2 (supplemental) Life Insurance up to the Guarantee Issue Amount during your Employer's One Time Open Enrollment Period.

However, Evidence Of Insurability is required to become insured for any Plan 2 Life Insurance Benefit that exceeds the Guarantee Issue Amount.

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

During your Employer's Annual Enrollment Period certain Evidence Of Insurability requirements will be waived with respect to Plan 2 Life Insurance. However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us under any group policy issued by us to the Policyholder or covering your Employer.

If you are insured for an amount less than the Guarantee Issue Amount, requirement f. above will be waived for an increase of \$10,000, \$20,000, or \$30,000 in your Plan 2 Life Insurance up to the Guarantee Issue Amount if you apply during the Annual Enrollment Period. However, Evidence Of Insurability is required to become insured for any Plan 2 Life Insurance Benefit any increase greater than \$30,000 or an amount exceeds the Guarantee Issue Amount.

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

### For A Family Status Change

In the event of a Family Status Change certain Evidence Of Insurability requirements will be waived with respect to Plan 2 Life Insurance and Dependents Life Insurance. However, we will not waive the Evidence Of Insurability requirements if you or your Spouse/Domestic Partner 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 eligible but not insured for Plan 2 Life Insurance, requirements a. and c. above will be waived for you if you apply for an amount of Plan 2 Life Insurance up to the Guarantee Issue Amount within 60 days of a Family Status Change. However, Evidence Of Insurability is required to become insured for any Plan 2 Life Insurance Benefit that exceeds the Guarantee Issue Amount.
2. If you are insured for an amount of Plan 2 Life Insurance that is less than the Guarantee Issue Amount, requirement f. above will be waived for an increase of Plan 2 Life Insurance up to the Guarantee Issue Amount if you apply within 60 days of a Family Status Change. However, Evidence Of Insurability is required to become insured for any Plan 2 Life Insurance Benefit that exceeds the Guarantee Issue Amount.
3. If your Spouse/Domestic Partner is eligible but not insured for Dependents Life Insurance, requirements a. and c. above will be waived for your Spouse/Domestic Partner if you apply for Dependents Life Insurance for your Spouse/Domestic Partner up to the Guarantee Issue Amount within 60 days of a Family Status Change.
4. If your Spouse/Domestic Partner is insured for Dependents Life Insurance, requirement f. above will be waived for your Spouse/Domestic Partner if you apply for an increase in Dependents Life Insurance for your Spouse/Domestic Partner up to the Guarantee Issue Amount within 60 days of a Family Status Change.

Family Status Change means any of the following events:

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

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

---

### PREMIUM CONTRIBUTIONS

Life Insurance:	Plan 1: Noncontributory
	Plan 2: Contributory
Dependents Life Insurance:	
Spouse/Domestic Partner:	Contributory

---

## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are an active Member and insured under Plan 1, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

A retiree who has returned to work as an active Member may be insured as both an active Member and a retired Member.

A Member who retires while on Waiver Of Premium may be insured as both an active Member and a retired Member.

Plan 1 (basic): \$30,000

Plan 2 (supplemental): You may apply for Life Insurance in multiples of \$10,000, from \$30,000 to \$500,000.

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 Spouse/Domestic Partner:

Dependents Life Insurance Benefit: You may apply for Dependents Life Insurance in multiples of \$10,000 from \$30,000 to \$500,000.

---

## REDUCTIONS IN INSURANCE

Your Plan 1 Life Insurance is not subject to reductions due to age.

If you reach an age shown below, the amount of Plan 2 Life Insurance and Dependents Life Insurance for your Spouse/Domestic Partner will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Plan 2 Life Insurance:

Age of Member	Percentage
70 through 74	65%
75 through 79	45%
80 through 84	30%
85 through 89	20%
90 through 94	15%
95 or over	10%

Dependents Life Insurance for your Spouse/Domestic Partner:

Age of Member	Percentage
70 through 74	65%



75 through 79	45%
80 through 84	30%
85 through 89	20%
90 through 94	15%
95 or over	10%

---

#### OTHER BENEFITS

Waiver Of Premium:	Yes
Accelerated Benefit:	Yes, for Member and Dependent

---

#### OTHER PROVISIONS

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

Minimum Time Insured: 5 years

Maximum Conversion Amount: \$10,000

Suicide Exclusion:

Applies to:

a. Plan 2 Life Insurance

b. Dependents Life Insurance on your Spouse/Domestic  
Partner

Leave Of Absence Period:

180 days

Insurance Eligible For  
Portability Of Insurance:

Life Insurance: Yes. The maximum amount of Life Insurance you may continue is the amount in effect on the day before you become eligible to continue your insurance under Portability, but not more than \$750,000. There is no minimum amount.

Dependents Life Insurance:

For your Spouse/Domestic Partner: Yes. The maximum amount of Dependents Life Insurance you may continue is the amount in effect on the date before you become eligible to continue your insurance under Portability, but not more than \$500,000. There is no minimum amount.

Portability Premium

Per Multiple of \$1,000 Per Month

Life Insurance:

Age of Insured on  
Last July 1

Monthly age-graded rates per  
Multiple of \$1,000

Under 25	\$ 0.060
25 through 29	0.060
30 through 34	0.080
35 through 39	0.090
40 through 44	0.100
45 through 49	0.170
50 through 54	0.290
55 through 59	0.470
60 through 64	0.760
65 through 69	1.270
70 or over	2.060

## LIFE INSURANCE

### A. Insuring Clause

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

### B. Amount Of Life Insurance

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

### C. Changes In Life Insurance

#### 1. Increases

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

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

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

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month 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 Life Insurance not subject to Evidence Of Insurability becomes effective on:

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

(ii) The first day of the calendar month coinciding with or next following the later of the date you apply or the date of the Family Status Change, if you apply within 60 days of a Family Status Change.

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

#### 2. Decreases

A decrease in your Life Insurance because of a change in your age becomes effective on the July 1 coinciding with or next following the date of the change.

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

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

### D. Repatriation Benefit

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

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

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 75 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 Life Insurance which is subject to this suicide exclusion and 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.

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 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. 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 first day of the calendar month coinciding with or next following the date you apply if you apply within 31 days after you become eligible.
- (iii) The first day of the calendar month coinciding with or next following the later of the date you apply or the date of the Family Status Change, if you apply within 60 days of a Family Status Change.
- (iv) The beginning of the next plan year following the date you apply, 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 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, unless you are eligible for benefits as a retired Member; 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 Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - c. During the first 60 days of:
    - (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.
  - d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting 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 12 months, 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.

(REPAT\_SUIC ALL\_RETIREES) L.L.F.OR.3

### DEPENDENTS LIFE INSURANCE

#### A. Insuring Clause

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

#### B. Amount Of Dependents Life Insurance

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

C. Changes In Dependents Life Insurance

1. Increases

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

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

a. Increases Subject To Evidence Of Insurability

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

- (i) The date your Life Insurance increases if your Dependents Life Insurance increases because of an increase in your Life Insurance.
- (ii) The first day of the calendar month coinciding with or next following the later of the date you apply or the date of the Family Status Change, if you apply within 60 days of a Family Status Change.
- (iii) The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

2. Decreases

A decrease in your Dependents Life Insurance because of a change in your age becomes effective on the July 1 coinciding with or next following the date of the change.

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

D. 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 Domestic Partner.

F. Becoming Insured For Dependents Life Insurance

1. Eligibility

You become eligible to insure your Dependent 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.

## 2. Effective Date

You must apply in writing 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 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 on:

1. The date your Life Insurance becomes effective if you apply on or before that date.
2. The date you become eligible to insure your Dependents if you apply on or before that date.
3. The first day of the calendar month coinciding with or next following the date you apply if you apply within 31 days after you become eligible.
4. The first day of the calendar month coinciding with or next following the later of the date you apply or the date of the Family Status Change, if you apply within 60 days of a Family Status Change.
5. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

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

### c. Takeover Provision

A 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.

## 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;
5. The date of your divorce, unless coverage is required under the terms of a court-ordered separation (or termination of your Domestic Partner relationship); and
6. The date the Dependent ceases to be a Dependent.

(SP ONLY\_DOM\_SUIC) LI.DL.OR.4X

## ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

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

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

LI.AW.OT.1

## 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

You may continue your Insurance if your employment with your Employer terminates, if you no longer meet the Definition of a Member, if you are no longer eligible for Waiver Of Premium, or if you retired under the Employer's retirement plan.

If you do not continue your Life Insurance you may not continue Dependents Life Insurance.

Insurance continued under Waiver Of Premium may not be continued under Portability of Insurance for the same period Insurance is continued under Waiver Of Premium.

Insurance means your insurance eligible for portability under this provision as shown in the **Coverage Features**.

### B. Application And Premium Payment

To continue Insurance under this provision you must apply in writing and pay the first Portability Premium to us at our Home Office within 60 days after the date your employment terminates, the date that you no longer meet the Definition of a Member, the date that you are no longer eligible for Waiver Of Premium, or the date that you retired under the Employer's retirement plan. The Portability Premium rates are shown in the **Coverage Features**.

### C. Amount Of Insurance



The minimum and maximum amounts of Insurance eligible for portability are shown in the **Coverage Features**.

The amount of Insurance you continue under this provision cannot be increased. You may decrease insurance continued under this provision at any time.

The amount of Insurance will be reduced according to the Age Reductions or terminated according to the terms of the Group Policy in effect on the date your employment terminates, the date that you no longer meet the Definition of a Member, the date that you are no longer eligible for Waiver Of Premium, or the date that you retired under the Employer's retirement plan.

#### D. When Insurance Ends

Insurance continued under this provision ends automatically on the earliest of:

1. The date it would otherwise have ended under the terms of your Employer's coverage under the Group Policy.
2. The date you become insured again under this Group Life Insurance plan.
3. For your Spouse/Domestic Partner, upon the death of the Member, Portability coverage may be continued for your Spouse/Domestic Partner. Upon the death of the insured Member, a Spouse/Domestic Partner may elect to continue the amounts of Dependent Life Insurance that were previously continued under Portability Of Insurance. The amount of Insurance continued under this provision cannot be increased.

In the event that your Spouse/Domestic Partner continues insurance under Portability Of Insurance after your death, "you" and "your" will refer to your Spouse/Domestic Partner.

Your Spouse/Domestic Partner will be directly billed for all premiums due, if your Spouse/Domestic Partner has applied and been approved for Portability Of Insurance, under this provision.

## WAIVER OF PREMIUM

#### A. Waiver Of Premium Benefit

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

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

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

#### B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. 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.
3. Waiting Period means the 90 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

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

D. Refund Of Premiums

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

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally 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 Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

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

G. Termination Or Amendment Of The Group Policy

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

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

(ELIG 60\_TERMS 65) LI.WP.OR.2

## 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 \$750,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

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

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

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

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

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

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

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

A = The amount of the Accelerated Benefit.

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

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

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

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

#### E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse/Domestic Partner or former Spouse/Domestic Partner 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/Domestic Partner.
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 and Dependents Life Insurance Benefit, under the Group Policy.

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

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

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 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.

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

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

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 90 days, benefits payable for coma will end.

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, and within 30 days after receipt of your claim, we will send written notification we have received it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days. We will render a written decision or request an extension no later than 30 days after our receipt of Proof Of Loss.

With respect to Waiver Of Premium claims (or other benefits based on disability), we will evaluate a claim for benefits promptly after we receive it, and within 30 days after receipt of your claim we will send written notification we have received it. 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. We will render a written decision or request an extension no later than 30 days after our receipt of Proof Of Loss.

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

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

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

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

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

G. Review Procedure

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

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

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

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive

the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

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

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

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

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

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

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

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

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

## ASSIGNMENT

You may make an absolute assignment of all your Life and AD&D Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy, including AD&D Insurance, 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 and AD&D 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 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 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 E 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 payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.
4. The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

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

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

If you name two or more Beneficiaries in a class:

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

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



Your Beneficiary designations for Plan 1 Life Insurance and Plan 2 Life Insurance may be different.

You may name a Beneficiary for your Plan 1 Life Insurance and Plan 2 Life Insurance. If you do not name a Beneficiary for each of your Plan 1 Life Insurance and Plan 2 Life Insurance, death benefits payable due to your death for that plan will be paid in accordance with D. No Surviving Beneficiary, below.

Any payment we make according to the Beneficiary designation on file with the Policyholder or Employer or their designated agents will fully discharge us to the extent of the payment for each line of coverage and each death benefit which has been paid.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent; 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 a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

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

#### C. Simultaneous Death Provision

If a Beneficiary 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/Domestic Partner. (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 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.

3. Installments

Payment to a Recipient may be made in installments if:

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

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

(FB\_REPAT\_ELECT/TEL DESIG\_WITH DEF SP\_WITH REV SSA\_SPOUSE/DOMESTIC PARTNER 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 three years after the earlier of:

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

LI.TL.OT.1

### INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

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

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

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

B. Incontestability Of Group Policy

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

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

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

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

LI.IN.OT.2

## **CLERICAL ERROR AND MISSTATEMENT**

### **A. Clerical Error**

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

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

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

### **C. Misstatement Of Age**

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

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

LI.CE.OT.2

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

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

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

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

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

LI.TA.OT.1

## DEFINITIONS

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

Your Annual Earnings will be based on your earnings in effect on first day of the calendar month coinciding with or prior to your last full day of Active Work. Annual Earnings will include any retroactive increase to your earnings which would have resulted in an increase in your salary based benefit as of the first of the month prior to your last full day of Active Work. Any change to your earnings with a later effective date will not affect your Annual Earnings.

Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
2. Stock options or stock bonuses.
3. Bonuses.
4. Overtime pay.
5. Commissions.
6. Shift differential pay.
7. Any other extra compensation.

Child means your child from live birth to age 26. Child includes any of the following, if they otherwise meet the definition of Child:

1. Your adopted child; or
2. Your stepchild and the child of your Spouse/Domestic Partner, if living in your home.

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

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

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

Evidence Of Insurability means an applicant must:

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

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

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

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

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

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

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

Sickness means your sickness, illness, or disease.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Your Domestic Partner means an individual recognized as such under applicable law.

For purposes of insurance under the Group Policy, Spouse and Domestic Partner do not include a person from whom you are divorced or from whom you have terminated a Domestic Partner relationship.

**LI.DF.OR.5X**