

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

## **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

The California Life and Health Insurance  
Guarantee Association  
PO Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

**CALIFORNIA NOTICE OF COMPLAINT PROCEDURE**

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

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

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

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

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

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



# STANDARD INSURANCE COMPANY

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

## CERTIFICATE AND SUMMARY PLAN DESCRIPTION GROUP LIFE INSURANCE

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Policyholder:	Southern California Permanente Medical Group
Policy Number:	758184-A
Effective Date:	January 1, 2020
Classification:	Active Members

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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.

President and CEO

GC190-LIFE/S399

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## COVERAGE FEATURES

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

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### GENERAL POLICY INFORMATION

Group Policy Number:	758184-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	Southern California Permanente Medical Group
Employer(s):	Southern California Permanente Medical Group
Group Policy Effective Date:	January 1, 2020
Policy Issued in:	California

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### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The 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. A regular active partner physician of the Employer regularly working as required by the Employer; or</li><li>2. A regular active employee physician or special category physician of the Employer regularly working at least a prorated weekly schedule of at least 5/10.</li></ol> You are not a Member if you are: <ol style="list-style-type: none"><li>1. A per diem employee or a temporary or seasonal employee.</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.</li></ol>
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Class Definition:

Class 1a:	Active Members with less than 36 months of Qualifying Service.
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- Class 1b: Active Members with at least 36 months of Qualifying Service but less than 5 years of Credited Service.
- Class 1c: Active Members with at least 5 years of Credited Service but less than 15 years of Credited Service.
- Class 1d: Active Members with 15 years or more of Credited Service.

Qualifying Service means the time considered to determine eligibility for benefits as defined in the Early Separation Program Part II for the Southern California Permanente Medical Group (ESP). This includes full-time and part-time service and may also include periods devoted to activities such as medical research and advanced study which is approved by the Plan’s Administrative Committee.

Credited Service means the time considered to determine the amount of the benefit under The Early Separation Program for the Southern California Permanente Medical Group (or such successor plan that provides substantially similar benefits to the participants). As of December 31, 2024, Credited Service has the same meaning as “SCPMG Credited Service” in The Early Separation Program for the Southern California Permanente Medical Group (or such successor defined term in the plan that defines the amount of the benefit under the plan).

Credited Service and Qualifying Service are determined by the Policyholder, or Kaiser Foundation Health Plan, Inc., as applicable, and are subject to change as outlined in the applicable plan document.

**This Summary Plan Description applies to the classes listed above. Other classes are also covered under the Plan. Contact your Plan Administrator 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, you are eligible on 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 (Optional) Life Insurance Benefit in excess of the Guarantee Issue Amount of 2 times your Annual Earnings.

However, this requirement will be waived:

- i. On the Group Policy Effective Date for an amount equal to the amount of optional life insurance under the Prior Plan on the day before the Group Policy Effective Date; and
- ii. For an active Member for reinstatement of Plan 2 (Optional) Life Insurance that was in effect on the day before:
  - a) you begin receiving benefits under the Employer’s group long term disability insurance program, or

- b) your disability is certified under the Employer's Medical Group Maintained Eligibility claims process as administered under Service Agreement Number 758189,

provided that amount of coverage was in effect on the day before you become an active Member again.

- e. For any Dependents Life Insurance Benefit for your Spouse/Domestic Partner in excess of the Guarantee Issue Amount of \$100,000.

However, this requirement will be waived:

- i. On the Group Policy Effective Date for an amount equal to the amount of dependents life insurance in effect for your Spouse/Domestic Partner under the Prior Plan on the day before the Group Policy Effective Date; and
- ii. For the Spouse/Domestic Partner of an active Member, for reinstatement of Dependents Life Insurance equal to the amount of Dependents Life Insurance in effect for your Spouse/Domestic Partner on:
  - a) the day before you cease to be a Class 4 Member, or
  - b) the date you have been a Class 4 Member for 24 months.
- 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.

#### **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 (Optional) 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 not insured for Plan 2 (Optional) Life Insurance, requirements a., c., and f. above will be waived for you if you apply for Option 1 or Option 2 within 31 days of a Family Status Change.
2. If you are insured for Option 1 of Plan 2 (Optional) Life Insurance, requirement f. above will be waived for you if you apply for Option 2 within 31 days of a Family Status Change.

3. If your Spouse/Domestic Partner is not insured for Dependents Life Insurance, requirements a., c, and f. above will be waived for your Spouse/Domestic Partner if you apply for \$50,000 or \$100,000 of Dependents Life Insurance for your Spouse/Domestic Partner within 31 days of a Family Status Change.
4. If your Spouse/Domestic Partner is insured for \$50,000 of Dependents Life Insurance, requirement f above will be waived for your Spouse/Domestic Partner if you apply for an increase of \$50,000 of Dependents Life Insurance for your Spouse/Domestic Partner within 31 days of a Family Status Change.

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

Family Status Change means any of the following events:

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

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

#### **When You Become A Partner Physician**

When you become a Partner Physician, certain Evidence Of Insurability requirements will be waived with respect to Plan 2 (Optional) 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 not insured for Plan 2 (Optional) Life Insurance, requirements a., c., and f. above will be waived for you if you apply for Option 1 or Option 2 within 31 days of becoming a partner physician.
2. If you are insured for Option 1 of Plan 2 (Optional) Life Insurance, requirement f. above will be waived for you if you apply for Option 2 within 31 days of becoming a partner physician.
3. If your Spouse/Domestic Partner is not insured for Dependents Life Insurance, requirements a., c, and f. above will be waived for your Spouse/Domestic Partner if you apply for \$50,000 or \$100,000 of Dependents Life Insurance for your Spouse/Domestic Partner within 31 days of becoming a partner physician.
4. If your Spouse/Domestic Partner is insured for \$50,000 of Dependents Life Insurance, requirement f above will be waived for your Spouse/Domestic Partner if you apply for an increase of \$50,000 of Dependents Life Insurance for your Spouse/Domestic Partner within 31 days of becoming a partner physician.

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

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## PREMIUM CONTRIBUTIONS

Life Insurance:	Plan 1 (Permanente Provided): Noncontributory
	Plan 2 (Optional): Contributory
AD&D Insurance:	Contributory
Dependents Life Insurance:	
Spouse/Domestic Partner:	Contributory

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## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

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

Plan 2 (Optional) is a Contributory plan requiring Member premium contributions.

Plan 1 (Permanente Provided):	Class 1a: None
	Class 1b: 1 times your Annual Earnings. The maximum amount is \$2,000,000.
	Class 1c: 2 times your Annual Earnings. The maximum amount is \$2,000,000.
	Class 1d: 3 times your Annual Earnings. The maximum amount is \$2,000,000.

You may not be insured under more than one class at any time.

Plan 2 (Optional): Classes 1a, 1b, 1c, and 1d:

Your choice of one of the following options:

- Option 1: 1 times your Annual Earnings. The maximum amount is \$2,500,000.
- Option 2: 2 times your Annual Earnings. The maximum amount is \$2,500,000.
- Option 3: 3 times your Annual Earnings. The maximum amount is \$2,500,000.
- Option 4: 4 times your Annual Earnings. The maximum amount is \$2,500,000.
- Option 5: 5 times your Annual Earnings. The maximum amount is \$2,500,000.
- Option 6: 6 times your Annual Earnings. The maximum amount is \$2,500,000.

The amount of your Plan 2 (Optional) Life Insurance Benefit, when added to your Plan 1 (Permanente Provided) Life Insurance Benefit, may not exceed the lesser of \$2,500,000 or 6 times your Annual Earnings.

If you are working a reduced work schedule because of partial disability, or you are age 55 or older and choose to work a reduced work schedule, you may pay the premium for the additional coverage required to maintain your level of coverage in effect prior to the reduction in insurance as result of your reduced work schedule.

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: Classes 1a, 1b, 1c, and 1d:  
You may apply for Dependents Life Insurance in multiples of \$50,000 from \$50,000 to \$500,000.

The amount of Dependents Life Insurance for your Spouse/Domestic Partner may not exceed 100% of the amount of your Life Insurance.

#### SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit: Classes 1a, 1b, 1c, and 1d:  
The amount of your AD&D Insurance Benefit is equal to the amount of your Plan 2 (Optional) Life Insurance Benefit, not to exceed \$200,000.  
The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$20,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.

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

If an AD&D Insurance Benefit is payable for Loss of your life as a result of an Automobile accident and we cannot determine whether:

1. You were wearing and properly utilizing a Seat Belt System at the time of the accident; or
2. You were seated in a seating position intended to be protected by the Air Bag System or if the Air Bag System deployed;

we will increase the AD&D Insurance benefit by \$1,000.

Career Adjustment Benefit: The tuition expenses for training incurred by your Spouse/Domestic Partner within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

- Child Care Benefit: The total child care expense incurred by your Spouse/Domestic Partner within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Higher Education Benefit: The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Occupational Assault Benefit: The lesser of (1) \$25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

#### AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two or more of the Losses listed in b. and c. above	100%
e. Thumb and Index Finger of the same hand	25%
f. Quadriplegia	100%**
g. Hemiplegia	50%**
h. Paraplegia	75%**
i. Uniplegia	25%**

- j. Coma                    2% per month of the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 12 months.

The payment for the 12th month of Coma will equal the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident.

**No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.**

**\*\* No AD&D Insurance Benefit will be paid for loss of function of a hand or foot if an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia, Uniplegia or Paraplegia involving that same hand or foot.**

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## REDUCTIONS IN INSURANCE

Your insurance is not subject to reductions because of age.

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### OTHER BENEFITS

Waiver Of Premium: No

Accelerated Benefit: Yes, for Members and Dependents

Insurance Eligible For Portability Of Insurance:

Life Insurance: Yes. The maximum amount of Life Insurance you may continue is determined as follows:

Under age 70: the amount in effect on the date your employment terminates not to exceed \$2,500,000.

Age 70 or over: the lesser of (1) the amount in effect on the date your employment terminates; or (2) \$500,000.

The minimum amount of Life Insurance you may continue is \$25,000.

#### Dependents Life Insurance:

For your Spouse/Domestic Partner: The maximum amount of Dependents Life Insurance you may continue is the lesser of: (1) the amount in effect on the date your employment terminates; or (2) \$500,000. The minimum amount of Dependents Life Insurance you may continue is \$5,000.

#### Portability Premium

Age-graded Rates Per Multiple Of \$1,000 Per Month

For you:  
Age of Insured On  
Last January 1

	Rate
Under 20	\$ 0.043
20 through 24	0.043
25 through 29	0.053
30 through 34	0.064
35 through 39	0.085
40 through 44	0.128
45 through 49	0.224
50 through 54	0.363
55 through 59	0.599
60 through 64	0.898
65 through 69	0.979
70 through 74	2.205
75 through 79	3.581

For your Spouse/Domestic Partner:

Age of Insured On  
Last January 1

Rate

Under 20	\$ 0.030
20 through 24	0.030
25 through 29	0.046
30 through 34	0.062
35 through 39	0.076
40 through 44	0.107
45 through 49	0.182
50 through 54	0.289
55 through 59	0.489
60 through 64	0.809
65 through 69	1.320

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## OTHER PROVISIONS

Suicide Exclusion:

Applies to:

- a. Plan 2 (Optional) Life Insurance
- b. Dependents Life Insurance on your Spouse/Domestic Partner
- c. AD&D Insurance

Leave Of Absence Period:

12 months

Annual Earnings based on:

Earnings in effect on your last full day of Active Work. However, increases in Annual Earnings while on an Employer approved Leave of Absence and during the first six months of disability will not be subject to the Active Work Requirement and will be included in Annual Earnings.

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## ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan: Life, AD&D and Dependents Life Insurance

Name, Address of Plan Sponsor: Southern California Permanente Medical Group  
393 E Walnut St.  
Pasadena CA 91188-8018

Plan Sponsor Tax ID Number: 95-1750445

Plan Number: 560

Type of Plan: Group Insurance Plan

Type of Administration: Contract Administration

Name and Address of Plan Administrator: Southern California Permanente Medical Group  
SCPMG Welfare Benefits Committee  
393 E Walnut St.  
Pasadena CA 91188-8018

Name and Address of Registered Agent For Service of Legal Process: Plan Administrator

If Legal Process Involves Claims For Benefits Under The Group Policy, Additional Notification of Legal Process Must Be Sent To: Standard Insurance Company  
1100 SW 6th Ave  
Portland OR 97204-1093

Sources of Contributions: Plan 1 (Permanente Provided) is Employer paid  
Plan 2 (Optional) is Member paid  
AD&D Insurance and Dependents Life Insurance is Member paid

Funding Medium: Standard Insurance Company - Fully Insured

Plan Fiscal Year End: December 31

## 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 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 date you apply for an elective increase or the date of change in your classification, age or Annual Earnings.
- (ii) The earlier of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

#### 2. Decreases

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

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

### D. Repatriation Benefit

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

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

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

### E. 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 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 date you apply if you apply within 31 days after you become eligible.
- (iii) The earlier of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

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 date your employment terminates. (However, you may be eligible to keep your Life Insurance in effect if you meet the requirements in the **Portability Of Insurance** provision below.); and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 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 a temporary layoff.
- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting 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

##### 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 date we approve that Dependent's Evidence Of Insurability.

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

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

- (i) The date you apply for an elective increase.
- (ii) The date your Life Insurance increases if your Dependents Life Insurance increases because of an increase in your Life Insurance.
- (iii) The earlier of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

## 2. Decreases

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

## D. 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/Domestic Partner. 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.

You may not be insured as a Dependent if you are eligible to be insured as Member.

### 2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Contributory or Noncontributory. 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 you become eligible for Life Insurance; and
2. The date we approve the Dependent's Evidence Of Insurability.

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

##### 1. Noncontributory Dependents Life Insurance

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

- i. The date you become eligible for Life Insurance; and
- ii. The date you first acquire a Dependent.

##### 2. Contributory Dependents Life Insurance

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

- i. The date you become eligible for Life Insurance 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; and
- iv. The earlier of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

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

c. Takeover Provision

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

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, unless you are a Class 1a Member;
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. The date of your divorce or termination of your Domestic Partner relationship; and
6. The date the Dependent ceases to be a Dependent.

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## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

A. Insuring Clause

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

B. Definition Of Loss For AD&D Insurance

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

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

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

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

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

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

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

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

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 21 consecutive days.

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

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs. Uniplegia means the complete and irreversible paralysis of one limb.

#### C. Amount Payable

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

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

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

#### E. AD&D Insurance Exclusions

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

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who suffers the Loss is a fare paying passenger on a commercial aircraft.

7. A Loss occurring while you are on full-time active duty for more than 30 days in the Armed Forces. If you send us proof of service, we will refund any premiums paid for coverage during this time. Reserve or National Guard active duty or training are not excluded unless it extends beyond 30 days.
8. Heart attack or stroke.
9. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

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

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

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your Life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

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

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

Air Bag Benefit

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

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

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

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

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

Career Adjustment Benefit

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

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

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.

3. Your Spouse/Domestic Partner is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

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

#### Child Care Benefit

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

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

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

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

#### Higher Education Benefit

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

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

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

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

#### Occupational Assault Benefit

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

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

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

#### G. Becoming Insured For AD&D Insurance

##### 1. Eligibility

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

##### 2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory.

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

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- (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 after you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

1. The date your Life Insurance ends.
2. The date AD&D Insurance terminates under the Group Policy.
3. The date the last period ends for which a premium was paid for your AD&D Insurance.

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### **ACTIVE WORK PROVISIONS**

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

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

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

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### **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.

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## PORTABILITY OF INSURANCE

### A. Portability Of Insurance

You may continue your Insurance that is scheduled to end or reduce prior to age 80, and Insurance for your Spouse/Domestic Partner that is scheduled to end or reduce prior to the date your Spouse/Domestic Partner attains age 70, subject to the following:

The amount of any Insurance to be continued must have been continuously in effect for at least 1 consecutive month on the date your employment terminates. In computing the 1 consecutive month period, we will include time insured under the Prior Plan.

If you do not continue your Life Insurance, you may not continue any other Insurance.

Insurance means your Life Insurance and if you continue your Life Insurance, includes the other insurance eligible for portability under the provision as shown in the **Coverage Features**.

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

### 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 90 days after the date your Insurance is scheduled to end or reduce. The Portability Premium rate is 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 your Insurance will be reduced or terminated according to the terms of the Group Policy in effect on the date it was scheduled to end or reduce.

### D. Return To Work

If you return to work for your Employer, you will no longer be eligible to continue your Insurance under this provision. Your Insurance will end unless you are eligible to be insured as a new Member.

### E. When Insurance Ends

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

1. The date it would otherwise have ended under the Group Policy.
2. The date you become insured under any other group life insurance plan.
3. For any Dependent, the date you insure the Dependent under any other group life insurance plan.
4. The date you attain age 80.
5. With respect to Insurance for your Spouse/Domestic Partner, the date your Spouse/Domestic Partner attains age 70.

### E. Group Policy Provisions

Except as provided above, Insurance continued under this provision is subject to all other terms of the Group Policy. With respect to any notice you are required to provide to the Policyholder or your Employer under other provisions of the Group Policy, such notice must be provided to us while your Insurance is continued.

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## **PORTABILITY OF DEPENDENTS LIFE INSURANCE FOR YOUR SPOUSE/DOMESTIC PARTNER**

### A. Portability Of Insurance

Your Spouse/Domestic Partner becomes eligible to continue Insurance on the date one of the following events occurs:

1. Your insurance terminates due to your death and your Spouse/Domestic Partner has not yet reached age 70.
2. You are legally separated or divorced from your Spouse or your Domestic Partnership is legally dissolved.
3. Your membership in an eligible class under the Group Policy terminates.
4. Your employment with the Employer terminates and termination of your employment is not due to your retirement.

Your Spouse/Domestic Partner is not eligible to continue Insurance under this provision if your Spouse/Domestic Partner is 70 or older.

Insurance means Dependents Life Insurance for your Spouse/Domestic Partner.

Except as provided below, all provisions and terms of the Group Policy apply to insurance continued under this provision. In the event your Spouse/Domestic Partner continues insurance under this provision “you” and “your” will also refer to your Spouse/Domestic Partner in the **Claims** provision.

### B. Application And Premium Payment

Your Spouse/Domestic Partner must apply in writing and pay the first premium to us within 90 days after the date your Spouse/Domestic Partner becomes eligible or during the time period you have to exercise the conversion privilege as a result of termination of employment.

Coverage may not be elected at a later date.

Your Spouse/Domestic Partner will receive a certificate of insurance and will be directly billed for all premiums due if your Spouse/Domestic Partner has applied and been approved for insurance under this provision. If premium was not paid on or before the Premium Due Date stated below, it may be paid during the Grace Period. Your Spouse/Domestic Partner is liable for premium for insurance during the Grace Period.

The Premium Due Date is the first day of each calendar month.

The Grace Period is 31 days from the Premium Due Date.

### C. Amount Of Insurance

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

Your Spouse/Domestic Partner’s continued Insurance will be the same insurance amounts provided under the Group Policy on the day before your Spouse/Domestic Partner became eligible for insurance continued under this provision. Your Spouse/Domestic Partner may decrease the insurance amounts, but cannot increase the insurance amounts.

The amount of Insurance will be reduced or terminated according to the terms of the Group Policy in effect on the date your Spouse/Domestic Partner becomes eligible for portability.

#### 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 your Spouse/Domestic Partner becomes insured under this or any other group life insurance plan.
3. The date the last period ends for which your Spouse/Domestic Partner made a premium payment.
4. The date your Spouse/Domestic Partner reaches age 70.

#### E. Naming a Beneficiary

Your Spouse/Domestic Partner must name a beneficiary under this provision. Any beneficiary named previously under the Group Policy is no longer valid. If your Spouse/Domestic Partner does not name a beneficiary, or if your Spouse/Domestic Partner is not survived by one, benefits will be paid to you, unless you are deceased. If you are legally separated or divorced from your Spouse/Domestic Partner or your Domestic Partnership is legally dissolved, benefits will be paid in equal shares to the first surviving class of the classes below:

1. The children of the Spouse/Domestic Partner.
2. The parents of the Spouse/Domestic Partner.
3. The brothers and sisters of the Spouse/Domestic Partner.
4. Your Spouse/Domestic Partner's estate.

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### **CONTINUED LIFE INSURANCE DURING DISABILITY**

#### A. Continued Life Insurance Benefit

Insurance will be continued for 12 months with payment of premiums while you are Disabled if:

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

#### B. Definitions For Continued Life Insurance

1. Insurance means your Plan 1 (Permanente Provided) Life Insurance under the Group Policy. AD&D Insurance is not eligible for Continued Life Insurance.
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 your own occupation.
3. Waiting Period means the Leave Of Absence Period, as shown in the **Coverage Features**.

#### C. Premium Payment

Premium payment must continue while Insurance is continued.

D. 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.

E. When Continued Life Insurance Ends

Continued Life Insurance ends on the earliest of:

1. The date you cease to be 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 the last period ends for which a premium contribution is made for your Insurance;
4. The date you fail to attend an examination or cooperate with the examiner;
5. 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;
6. The date the Group Policy terminates; and
7. The date 12 months after the Waiting Period ends.

### **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 80% 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.

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 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.

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### **RIGHT TO CONVERT**

#### A. Right To Convert

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

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

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

#### B. Definitions For Right To Convert

1. Conversion Period means the 90-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

#### C. Limits On Right To Convert

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

#### D. The Individual Policy

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

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

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

#### E. Death During The Conversion Period

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

LI.RC.CA.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 claims based on disability 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 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. With respect to all claims except claims 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 claims 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 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 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. Reference to any internal rule or guideline relied upon in deciding a Waiver Of Premium claim (or other benefits based on disability).
4. A description of any additional information needed to support the claim.
5. Information concerning the claimant's right to a review of our decision.
6. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim is denied on review.

## 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 claims 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 claims 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 claims 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. Reference to any internal rule or guideline relied upon in deciding a claim for benefits based on disability.
4. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
5. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

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

## 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 and AD&D Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy, including AD&D Insurance, is 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.2X

## BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

### A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death or coma will be paid to the Beneficiary you name. Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change in condition. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life or coma will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
  - a. Dependents Life Insurance benefits.
  - b. Accelerated Benefits.

4. Dependents Life Insurance benefits which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.

5. Additional Benefits will be paid as follows:

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

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

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

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

## B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

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

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

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

You 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.

If you continue insurance under **Portability Of Insurance**:

1. You must name a beneficiary for insurance that is continued under **Portability Of Insurance**.
2. Any beneficiary named under the Group Policy is not valid for insurance continued under **Portability Of Insurance**.
3. If you do not name a Beneficiary for insurance continued under **Portability Of Insurance**, death benefits for insurance continued under **Portability Of Insurance** will be paid in accordance with D. No Surviving Beneficiary, below. Two or more named surviving Beneficiaries will share equally, unless you specify otherwise.
4. Any payment we make according to the Beneficiary designation on file with the Policyholder or Employer will fully discharge us to the extent of the payment for insurance continued under **Portability Of Insurance** which has been paid.

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 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.

Annual Earnings means your annual base compensation in effect on your last full day of Active Work, as reported by the Employer for work performed for the Employer. Annual Earnings will be prorated to your work schedule.

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.
2. Stock options or stock bonuses even if reported on your W-2 form.
3. Bonuses, awards, imputed income or at risk compensation.

Child means your child from live birth to age 26.

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.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

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

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

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/Domestic Partner 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 California state law.

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

(BASE\_NO STOCK\_DOM STAT) LI.DF.CA.5

## ERISA INFORMATION AND NOTICE OF RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA)

### A. General Plan Information

The General Plan Information required by ERISA is shown in the **Coverage Features**.

### B. Statement Of Your Rights Under ERISA

#### 1. Right To Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

#### 2. Right To Obtain Copies Of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

#### 3. Right To Receive A Copy Of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

#### 4. Right To Review Of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

### C. Obligations Of Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

### D. Enforcing ERISA Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

E. Plan And ERISA Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**(NON-DENT WITHOUT T/A REFS) ERISA.3**