

## STANDARD INSURANCE COMPANY

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

### CERTIFICATE GROUP LIFE INSURANCE

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Policyholder: Oregon Educators Benefit Board  
Policy Number: 646595-A  
Effective Date: October 1, 2009

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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 made available 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

GC899-LIFE

SI 25444

646595  
(8/25)

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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:	646595-A
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
<i>(LI.DEP.296)</i>	
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
<i>(LI.ADD.296)</i>	
Policyholder:	Oregon Educators Benefit Board
Employer(s):	Educational Entities as defined in Oregon Educators Benefit Board's (OEBB) administrative rules and generally a public school district (K-12), education service district (ESD), community college or public charter school that participates in OEBB and elects to participate under the Group Policy.
	Local Governments as defined by the Oregon Educators Benefit Board's (OEBB) administrative rules and generally a city, county or special district in Oregon that participates in OEBB and elects to participate under the Group Policy. Special district means any district listed in ORS chapter 198 "Special Districts Generally," or as determined by OEBB.
Group Policy Effective Date:	October 1, 2009
Policy Issued in:	Oregon

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### BECOMING INSURED

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

Definition of Member:

You are a Member if you are:

1. An Active Eligible Employee of the Employer, as defined in Oregon Administrative Rules (OAR) 111-010-0015; or
2. A Retired Eligible Employee of the Employer, as defined in OAR 111-010-0015.

You are not a Member if you are a full time member of the armed forces of any country.

\* A Retired Eligible Employee who becomes 65 years of age on the first day of a calendar month will cease to be a Member on the last day of the second calendar month preceding the Retired Eligible Employee's 65<sup>th</sup> birthday. A Retired Eligible Employee who becomes 65 years of age on any other day of the month will cease to be a Member on the last day of the calendar month preceding the Retired Eligible Employee's 65<sup>th</sup> birthday.

Eligibility Waiting Period:

You are eligible on the latest of (a) the Group Policy Effective Date, (b) the date your Employer begins participating under the Group Policy, and (c) the date you become eligible for insurance under the Group Policy under the terms of OEBB's administrative rules, under a separate OEBB rule, under a collective bargaining agreement, or under a documented district policy in effect on January 31, 2008.

You become eligible for an individual type of coverage under the Group Policy (Plan A Life Insurance, Plan B Life Insurance, Dependents Life Insurance for Spouse, Dependents Life Insurance for Children, Plan A AD&D Insurance, or Plan B AD&D Insurance) on the later of (a) the date determined above, and (b) the date your Employer elects to make the individual type of coverage available to your employee group.

Note: You may apply for Optional coverage only (a) within 31 days after becoming eligible, (b) during an Annual Enrollment Period, and (c) at a Qualified Status Change, as provided under OAR 111-040-0400. Coverage may be subject to approval of Evidence Of Insurability, as described below.

Evidence Of Insurability:

Required in all of the following instances:

- a. For late application for Plan B Life Insurance and Plan B Dependents Life Insurance for your Spouse (application is made more than 31 days after becoming eligible).
- b. For reinstatements if required.
- c. For any Plan B Life Insurance Benefit in excess of the Guarantee Issue Amount of \$200,000. This requirement does not apply to amounts of Plan B Life Insurance that have been continuously in effect under the Group Policy since September 30, 2012.
- d. For any Plan B Dependents Life Insurance Benefit for your Spouse in excess of the Guarantee Issue Amount of \$30,000.
- e. For any elective increase in Plan B Life Insurance or Plan B Dependents Life Insurance for your Spouse.

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

Evidence Of Insurability will be waived as described below, unless Evidence Of Insurability was submitted to us under this Group Policy and was not approved, or Evidence Of Insurability is required under H. Reinstatement Of Life Insurance in **Life Insurance**.

- Evidence Of Insurability will not be required to become insured on October 1, 2009 for amounts for which you were insured under the Prior Plan on September 30, 2009 (or up to the next higher

increment, if the amount in effect under the Prior Plan is not available as an option under the Schedule Of Insurance).

- With respect to Retired Eligible Employees only: Evidence Of Insurability will not be required to become insured on October 1, 2009 for (a) up to \$20,000 of Plan B Life Insurance, (b) up to \$20,000 of Dependents Life Insurance for your Spouse, and (c) any amount of Dependents Life Insurance for your Children.
- With respect to Active Eligible Employees only: If you are insured for Plan B Life Insurance, Evidence Of Insurability will not be required to increase your Plan B Life Insurance Benefit by up to \$20,000 (not to exceed the Guarantee Issue Amount), provided you apply for such increase during an Annual Enrollment Period.

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

- With respect to Active Eligible Employees only: Evidence Of Insurability will not be required to become insured for Plan B Life Insurance amounts and Dependents Life Insurance amounts (not to exceed the Guarantee Issue Amounts) for which you apply at a Qualified Status Change as provided under OAR 111-040-0400.
- Evidence Of Insurability will not be required to become insured on the effective date of your Employer's coverage under the Group Policy for amounts equal to or less than the amounts for which you were insured under the Prior Plan on the preceding day (or up to the next higher increment, if the amount of your coverage in effect under the Prior Plan is not available as an option under the Schedule Of Insurance).
- Evidence Of Insurability will not be required to become insured on the effective date of your Employer's coverage under the Group Policy for amounts equal to or less than the amounts for which you and your Spouse were insured under the Prior Plan on the preceding day (or up to the next higher increment, if the amount of your coverage in effect under the Prior Plan is not available as an option under the Schedule Of Insurance).

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

#### **One Time Open Enrollment Period: August 15, 2018 – September 15, 2018**

If you are eligible for or insured for Plan B Life Insurance, certain Evidence Of Insurability requirements will be waived with respect to Plan B Life Insurance.

- If you are eligible but not insured for Plan B Life Insurance under the Group Policy, requirements a. and c. above will be waived for you if you apply for an amount of Plan B Life Insurance up to the Guarantee Issue Amount during your Employer's One Time Open Enrollment Period.
- If you are insured for Plan B Life Insurance under the Group Policy] for an amount less than the Guarantee Issue Amount, requirement e. above will be waived for you if you apply for an increase in your Plan B Life Insurance up to the Guarantee Issue Amount during your Employer's One Time Open Enrollment Period. However, Evidence Of Insurability is required to become insured for any Plan B Life Insurance Benefit that exceeds the Guarantee Issue Amount.

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#### PREMIUM CONTRIBUTIONS

Life Insurance:

Plan A:	Basic
Plan B:	Optional

AD&D Insurance:

Plan A:	Basic
Plan B:	Optional
Dependents:	Optional

Dependents Life Insurance:

Plan A:	Basic
Plan B:	Optional

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## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

**Plan A (Basic)** – You will become insured under Plan A if your Employer elects to make Plan A Life Insurance available to you and you meet the requirements to become insured under the Group Policy. If your Employer elects to make Plan A Life Insurance available to you, (a) your Employer may pay all or a portion of the cost coverage, and (b) all Members eligible for Plan A must be insured under Plan A.

Plan A Life Insurance Benefit: The Employer may elect one of the following options for each of its employee groups:

Option 1:	\$5,000
Option 2:	\$7,500
Option 3:	\$10,000
Option 4:	\$15,000
Option 5:	\$20,000
Option 6:	\$25,000
Option 7:	\$30,000
Option 8:	\$35,000
Option 9:	\$40,000
Option 10:	\$50,000
Option 11:	\$100,000
Option 12:	\$110,000
Option 13:	\$200,000
Option 14:	\$300,000
Option 15:	1 times your Annual Earnings, subject to a maximum of \$300,000. Your Plan A Life Insurance Benefit is rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.
Option 16:	2 times your Annual Earnings, subject to a maximum of \$300,000. Your Plan A Life Insurance Benefit is rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

Option 17: 3 times your Annual Earnings, subject to a maximum of \$500,000. Your Plan A Life Insurance Benefit is rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

Option 18: \$150,000

**Plan B (Optional)** – You may apply to become insured under Plan B if your Employer elects to make Plan B Life Insurance available to you. Plan B is an Optional plan requiring premium contributions from Members.

Plan B Life Insurance Benefit: The Employer may elect to make one or more of the following Plan B Life Insurance amounts available to each of its employee groups:

\$10,000	\$110,000	\$210,000	\$310,000	\$410,000
\$20,000	\$120,000	\$220,000	\$320,000	\$420,000
\$30,000	\$130,000	\$230,000	\$330,000	\$430,000
\$40,000	\$140,000	\$240,000	\$340,000	\$440,000
\$50,000	\$150,000	\$250,000	\$350,000	\$450,000
\$60,000	\$160,000	\$260,000	\$360,000	\$460,000
\$70,000	\$170,000	\$270,000	\$370,000	\$470,000
\$80,000	\$180,000	\$280,000	\$380,000	\$480,000
\$90,000	\$190,000	\$290,000	\$390,000	\$490,000
\$100,000	\$200,000	\$300,000	\$400,000	\$500,000

The Repatriation Benefit:

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

(LI.REPAT.296)

## **SCHEDULE OF DEPENDENTS LIFE INSURANCE**

If you are insured for Plan A Life Insurance and your Employer is offering Plan A Dependents Life Insurance, you may elect to insure your Spouse and/or Children for either Option 1 or Option 2 Plan A Dependents Life Insurance, depending on the option the Employer has elected to make available to each of its employee groups.

If you are insured for Plan B Life Insurance, you may apply to insure your Spouse and/or Children for Plan B Dependents Life Insurance. Plan B Dependents Life Insurance is an Optional plan requiring premium contributions from Members.

Dependents Life Insurance Benefit for your Spouse:

Plan A: Option 1: \$2,000  
Option 2: \$5,000

The amount of Plan A Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Plan A Life Insurance.

Plan B:

The Employer may elect to make one or more of the following Dependents Life Insurance amounts available to each of its employee groups: A multiple of \$10,000, from \$10,000 to \$500,000.

The amount of Plan B Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Plan B Life Insurance.

Dependents Life Insurance  
Benefit for your Children:

Plan A:

Option 1: \$2,000

Option 2: \$5,000

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

Plan B:

The Employer may elect to make one or more of the following Dependents Life Insurance amounts available to each of its employee groups: A multiple of \$2,000, from \$2,000 to \$10,000.

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

## **SCHEDULE OF AD&D INSURANCE**

**Plan A (Basic)** – You will become insured under Plan A if your Employer elects to make Plan A AD&D Insurance available to you, you are insured for Plan A Life Insurance, and you meet the requirements to become insured under the Group Policy. If your Employer elects to make Plan A AD&D Insurance available to you, (a) your Employer may pay all or a portion of the cost coverage, and (b) all Members eligible for Plan A must be insured under Plan A.

Plan A AD&D Insurance Benefit: The Employer may elect one of the following options for each of its employee groups:

Option 1:	\$5,000
Option 2:	\$7,500
Option 3:	\$10,000
Option 4:	\$15,000
Option 5:	\$20,000
Option 6:	\$25,000
Option 7:	\$30,000
Option 8:	\$35,000
Option 9:	\$40,000
Option 10:	\$50,000
Option 11:	\$100,000
Option 12:	\$110,000
Option 13:	\$200,000
Option 14:	\$300,000

Option 15:	1 times your Annual Earnings, subject to a maximum of \$300,000. Your Plan A AD&D Insurance Benefit is rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.
Option 16:	2 times your Annual Earnings, subject to a maximum of \$300,000. Your Plan A AD&D Insurance Benefit is rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.
Option 18:	\$150,000

Note: There is no Option 17 under Plan A AD&D Insurance Benefit.

**Plan B (Optional)** – You may apply to become insured under Plan B if your Employer elects to make Plan B AD&D Insurance available to you. You may be insured for Plan B AD&D Insurance without being insured for Life Insurance. Plan B is an Optional plan requiring premium contributions from Members.

Plan B AD&D Insurance Benefit: The Employer may elect to make one or more of the following Plan B AD&D Insurance amounts available to each of its employee groups:

\$10,000	\$110,000	\$210,000	\$310,000	\$410,000
\$20,000	\$120,000	\$220,000	\$320,000	\$420,000
\$30,000	\$130,000	\$230,000	\$330,000	\$430,000
\$40,000	\$140,000	\$240,000	\$340,000	\$440,000
\$50,000	\$150,000	\$250,000	\$350,000	\$450,000
\$60,000	\$160,000	\$260,000	\$360,000	\$460,000
\$70,000	\$170,000	\$270,000	\$370,000	\$470,000
\$80,000	\$180,000	\$280,000	\$380,000	\$480,000
\$90,000	\$190,000	\$290,000	\$390,000	\$490,000
\$100,000	\$200,000	\$300,000	\$400,000	\$500,000

For Dependents – If you are insured for Plan B AD&D Insurance, you may apply to insure your Spouse and/or Children for AD&D Insurance. AD&D Insurance for Dependents is an Optional plan requiring premium contributions from Members.

Dependents AD&D Insurance Benefit for your Spouse:

The Employer may elect to make one or more of the following Dependents AD&D Insurance amounts available to each of its employee groups: A multiple of \$10,000, from \$10,000 to \$500,000.

The amount of Dependents AD&D Insurance for your Spouse may not exceed 100% of the amount of your Plan B AD&D Insurance.

Dependents AD&D Insurance Benefit for your Children:

The Employer may elect to make one or more of the following Dependents Life Insurance amounts available to each of its employee groups: A multiple of \$2,000, from \$2,000 to \$10,000.

The amount of Dependents AD&D Insurance for your Child may not exceed 100% of the amount of your Plan B AD&D Insurance.

The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

## **OTHER AD&D BENEFITS**

Seat Belt Benefit:

For Member and Dependents:

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

(*LI.STBLT.296*)

Air Bag Benefit:

For Member and Dependents:

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

(*LI.AIRBAG.296*)

Career Adjustment Benefit:

For Member:

The tuition expenses for training incurred by you within 36 months after the date of your Loss, 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.

For Spouse:

The tuition expenses for training incurred by your Spouse 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.

(*LI.CARADJ.899*)

Child Care Benefit:

For Spouse:

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

(*LI.CHDCARE.899*)

Higher Education Benefit:

For Children:

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.

(*LI.HIGHED.899*)

## Occupational Assault Benefit:

For Member: The lesser of (1) \$25,000, or (2) 50% of the AD&D Insurance Benefit otherwise payable for the Loss.

(LI.OCASLT.296)

## Public Transportation Benefit:

For Member: The lesser of (1) \$200,000, or (2) 100% of the AD&D Insurance Benefit otherwise payable for the Loss of your life.

(LI.PUBTRAN.296)

## Adaptive Home And Vehicle Benefit:

For Member: The lesser of (1) \$5,000, or (2) 5% of the AD&D Insurance Benefit.

## **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%

(L.S.PHR. 296)

d. Two or more of the Losses listed in b. and c. above 100%

e. Thumb and index finger of the same hand 25%\*

(IJ THM 296)

f Quadriplegia 100%

(LOQUAD 296)

<sup>g</sup> Hemioplegia 50%

(IJUEM 2006)

h. Paraplegia 75%

*(LI.PAR.296)*

i. Coma 1% 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 100 months.

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 thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.

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## REDUCTIONS IN INSURANCE

Active Eligible Employees: Active Eligible Employees are not subject to reductions in insurance solely due to changes in age.

Retired Eligible Employees: Life and AD&D Insurance and Dependents Life and AD&D Insurance for a Retired Eligible Employee who becomes 65 years of age on the first day of a calendar month will end on the last day of the second calendar month preceding the Retired Eligible Employee's 65<sup>th</sup> birthday. Life and AD&D Insurance and Dependents Life and AD&D Insurance for a Retired Eligible Employee who becomes 65 years of age on any other day of the month will end on the last day of the calendar month preceding the Retired Eligible Employee's 65<sup>th</sup> birthday.

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## OTHER BENEFITS

Waiver Of Premium: Yes, for active Members

*(LI.WAIVER.899)*

Continued Insurance During Total Disability: Yes, for eligible employees of Salem School District 24J who have been Totally Disabled since September 30, 1999

Accelerated Benefit: Yes, for active and retired Members

*(LI.AB.899)*

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## OTHER PROVISIONS

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

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

Continuity of Coverage: Yes

Suicide Exclusion: Applies to:  
a. Plan B Life Insurance  
b. Plan B Dependents Life Insurance  
c. AD&D Insurance

*(L.SUI.296)*

Leave Of Absence Period: Insurance under the Group Policy may be continued during an approved leave of absence as provided under OEBB's administrative rules, under a separate OEBB rule, under a collective bargaining agreement, or under a documented district policy in effect on January 31, 2008.

Insurance Eligible For Portability:

For you:

Life Insurance: Yes  
Minimum combined amount: \$10,000  
Maximum combined amount: \$300,000

For your Spouse:

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

For your Child:

Dependents Life Insurance: Yes  
Minimum amount: \$1,000  
Maximum amount: \$5,000

For you:

AD&D Insurance: Yes  
Minimum combined amount: \$10,000  
Maximum combined amount: \$300,000

## **LIFE INSURANCE**

### **A. Insuring Clause**

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

### **B. Amount Of Life Insurance**

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

### **C. Changes In Life Insurance**

#### **1. Increases**

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 following applicable date:

- (i) The first day of the calendar month following the later of (a) the date of change in your classification or Annual Earnings, or (b) the date we approve your Evidence Of Insurability.
- (ii) If you apply at a Qualified Status Change as provided under OAR 111-040-0400, the first day of the calendar month following the latest of (a) the date you apply, (b) the date of the Qualified Status Change, or (c) the date we approve your Evidence Of Insurability.
- (iii) If you apply during an Annual Enrollment Period, the later of (a) the first day of the plan year following the date you apply, or (b) the first day of the calendar month following the date we approve your Evidence Of Insurability.

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

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

- (i) The first day of the calendar month following the date of change in your classification or Annual Earnings.
- (ii) The first day of the calendar month following the later of (a) the date you apply, or (b) the date of the Qualified Status Change, if you apply at a Qualified Status Change as provided under OAR 111-040-0400.
- (iii) The first day of the plan year following the date you apply, if you apply during an Annual Enrollment Period.

#### **2. Decreases**

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

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month 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.

*(LI.REPAT.296)*

#### E. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

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.

*(LI.SUI.296)*

#### F. When Life Insurance Becomes Effective

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

##### 1. Life Insurance subject to Evidence Of Insurability

Plan A Life Insurance subject to Evidence Of Insurability becomes effective on the later of (a) the date you become eligible, or (b) the first day of the calendar month following the date we approve your Evidence Of Insurability.

Plan B Life Insurance subject to Evidence Of Insurability becomes effective on the later of (a) the date you become eligible, or (b) the following applicable date:

- (i) If you apply within 31 days after you become eligible, the first day of the calendar month following the later of (a) the date you apply, or (b) the date we approve your Evidence Of Insurability.
- (ii) If you apply at a Qualified Status Change as provided under OAR 111-040-0400, the first day of the calendar month following the latest of (a) the date you apply, (b) the date of the Qualified Status Change, or (c) the date we approve your Evidence Of Insurability.
- (iii) If you apply during an Annual Enrollment Period, the later of (a) the first day of the plan year following the date you apply, or (b) the first day of the calendar month following the date we approve your Evidence Of Insurability.

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

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

Plan B Life Insurance not subject to Evidence Of Insurability becomes effective on the later of (a) the date you become eligible, or (b) the following applicable date:

- (i) The first day of the calendar month following the date you apply, if you apply within 31 days after you become eligible.

- (ii) The first day of the calendar month following the later of (a) the date you apply, or (b) the date of the Qualified Status Change, if you apply at a Qualified Status Change as provided under OAR 111-040-0400.
- (iii) The first day of the plan year following the date you apply, if you apply during an Annual Enrollment Period.

### 3. Takeover Provision

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.

**Note:** If your employer has elected to make coverage available to Retired Eligible Employees under age 65, you were insured under the Employer's group life insurance plan on the day before your retirement, and you meet the definition of a retired Member, you may apply to continue your life insurance. However, if you must apply to for coverage within 60 days following your retirement date. If you do not apply within that 60-day period, you may not become insured under the Group Policy at a later time.

## 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 Employer ceases to participate under the Group Policy;
- 4. With respect to Plan A Life Insurance, the date your Employer ceases to make Plan A Life Insurance available to employees in your classification;
- 5. With respect to Plan B Life Insurance, the date your Employer ceases to make Plan B Life Insurance available to employees in your classification;
- 6. The last day of the calendar month in which your employment terminates (unless you are covered as a retired Member or coverage continues under the terms of a collective bargaining agreement or a documented district policy in effect on June 30, 2008); or
- 7. The last day of the calendar month in which you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 6 above.
  - a. While coverage continues under the terms of a collective bargaining agreement or a documented district policy in effect on June 30, 2008.
  - b. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - c. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
  - d. During the first 60 days of:
    - (1) A temporary layoff; or
    - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
  - e. 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.

- f. 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**.
- g. During the period you are absent from Active Work due to a regularly scheduled school break or vacation.

#### H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again within 6 months. However the following will apply:

1. You may become insured for the same amount of coverage inforce on your last day of active employment as long as you are rehired by the same Employer or your new Employer offers the same coverage as your previous Employer under the Group Policy.
2. If you are hired by an Employer who offers different coverage than your previous Employer under the Group Policy, you may become insured again as a new Member.
3. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
5. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

(REPAT\_SUIC PART\_FAM STAT) LI.LF.OR.3X

## **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 Dependents Life Insurance.

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

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

An increase in Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the following applicable date:

- (i) If you apply at a Qualified Status Change as provided under OAR 111-040-0400, the first day of the calendar month following the latest of (a) the date you apply, (b) the date of the Qualified Status Change, or (c) the date we approve the Dependent's Evidence Of Insurability.
- (ii) If you apply during an Annual Enrollment Period, the later of (a) the first day of the plan year following the date you apply, or (b) the first day of the calendar month following the date we approve the Dependent's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the following applicable date:

- (i) The first day of the calendar month following the later of (a) the date you apply, or (b) the date of the Qualified Status Change, if you apply at a Qualified Status Change as provided under OAR 111-040-0400.
- (ii) The first day of the plan year following the date you apply, if you apply during an Annual Enrollment Period.

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.

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

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.

*(LI.DSUI.296)*

E. Definitions For Dependents Life Insurance

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

F. Becoming Insured For Dependents Life Insurance

1. Eligibility

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

- a. The date you become eligible for Life Insurance; or
- b. The date you first acquire a Dependent.

A Member may be insured as both a Member and a Dependent. A Child may be insured by more than one Member.

2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Basic or Optional. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance subject to Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the latest of (a) the date you become eligible for Dependents Life Insurance, (b) the date you become insured for Plan B Life Insurance, or (c) the following applicable date:

- (i) If you apply within 31 days after you become eligible, the first day of the calendar month following the later of (a) the date you apply, or (b) the date we approve the Dependent's Evidence Of Insurability.
- (ii) If you apply at a Qualified Status Change as provided under OAR 111-040-0400, the first day of the calendar month following the latest of (a) the date you apply, (b) the date of the Qualified Status Change, or (c) the date we approve the Dependent's Evidence Of Insurability.
- (iii) If you apply during an Annual Enrollment Period, the later of (a) the first day of the plan year following the date you apply, or (b) the first day of the calendar month following the date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance not subject to Evidence Of Insurability

1. Plan A Dependents Life Insurance

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

  - (i) The date your Life Insurance becomes effective; and
  - (ii) The date you first acquire a Dependent.
2. Plan B Dependents Life Insurance

You must apply in writing for Plan B Dependents Life Insurance and agree to pay premiums. Plan B Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of (a) the date you become eligible, (b) the date you become insured for Plan B Life Insurance, or (c) the following applicable date:

  - (i) The first day of the calendar month following the date you apply, if you apply within 31 days after you become eligible.
  - (ii) The first day of the calendar month following the later of (a) the date you apply, or (b) the date of the Qualified Status Change, if you apply at a Qualified Status Change as provided under OAR 111-040-0400.
  - (iii) The first day of the plan year following the date you apply, if you apply during an Annual Enrollment Period.

c. While your Dependents Life Insurance for your Children is in effect, each new Child becomes insured immediately. If you are not insured for Dependents Life Insurance, a newborn or adopted child may be covered for 31 days, as provided under OEBB's Administrative Rules for Newborn Eligibility requirements, OAR 111-040-0001(2) or its successor.

#### G. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution;
5. The date your Employer ceases to make Dependents Life Insurance available to employees in your classification;

6. For your Spouse, the last day of the calendar month in which you are divorced, unless coverage is required under the terms of a court-ordered separation, or the last day of the calendar month in which your Domestic Partner relationship is terminated;
7. For any Dependent, the last day of the calendar month in which the Dependent ceases to be a Dependent; or
8. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

However, coverage may be continued as provided under the terms of a collective bargaining agreement or a documented district policy in effect on June 30, 2008.

(LI.DEP.296)

(SP & CH\_SUIC ALL\_FAM STAT) LI.DL.OR.4X

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### A. Insuring Clause

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

### B. Definition Of Loss For AD&D Insurance

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

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

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

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

(LI.DIS.296)

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

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

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

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

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

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

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

With respect to coma, Loss means a profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 30 consecutive days.

(LI.PARAL.296)

#### 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

##### 1. Increases

You must apply in writing for any elective increase in your AD&D Insurance.

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

- a. An increase in your AD&D Insurance because of a change in your classification or Annual Earnings becomes effective on the first day of the calendar month following the date of the change.
- b. An increase in your AD&D Insurance for which you apply at a Qualified Status Change as provided under OAR 111-040-0400, becomes effective on the first day of the calendar month following the later of (a) the date you apply, or (b) the date of the Qualified Status Change.
- c. An increase in your AD&D Insurance for which you apply during an Annual Enrollment Period becomes effective on the first day of the plan year following the date you apply.

##### 2. Decreases

A decrease in your AD&D Insurance because of a change in your classification or Annual Earnings becomes effective on the first day of the calendar month following the date of the change.

Any other decrease in your AD&D Insurance becomes effective on the first day of the calendar month following the date the Policyholder or your Employer receives your written request for the decrease.

#### 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, or any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a Physician.
5. Being under the influence of intoxicating liquor, as defined by the laws of Oregon.

6. Sickness or Pregnancy existing at the time of the accident.
7. Heart attack or stroke.
8. With respect to Plan B AD&D Insurance and Dependents AD&D Insurance only, 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.
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 or your Dependent dies as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of life; and
2. The deceased is wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

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

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

*(LI.STBLT.296)*

##### Air Bag Benefit

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

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

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

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

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

*(LIAIRBAG.296)*

##### Career Adjustment Benefit

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

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

1. You are insured for AD&D Insurance under the Group Policy.

2. You suffer a Loss as a result of an accident for which an AD&D Insurance Benefit is payable.
3. Within 36 months after the date of your Loss, you are registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

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

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

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

*(LI.CARADJ.899)*

#### Child Care Benefit

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

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

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

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

*(LI.CHDCARE.899)*

#### 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.

*(LI.HIGHED.899)*

#### 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.

*(LI.OCASLT.296)*

#### Public Transportation Benefit

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

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

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

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

*(LI.PUBTRAN.296)*

#### Adaptive Home and Vehicle Benefit

The amount of the Adaptive Home And Vehicle Benefit is shown in the **Coverage Features**.

We will pay an Adaptive Home And Vehicle Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You suffer an AD&D Loss, other than loss of Life, as a result of an accident for which an AD&D Insurance Benefit is payable.
3. Within 24 months after the date of the accident, you pay to have your principal residence or automobile adapted to reasonably accommodate your AD&D Loss.
4. The accommodations to your principle residence are:
  - a. Made by a licensed professional contractor.
  - b. Recommended by a physician and licensed occupational therapist for the type of Loss you suffered.
5. The accommodations to your automobile are:
  - a. Made by a disabled mobility dealer registered with the National Highway Transportation Safety Administration or approved by your Motor Vehicle Department.
  - b. Recommended by a physician and licensed occupational therapist for the type of Loss you suffered.

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

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

#### 1. Eligibility

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

You become eligible for Plan B AD&D Insurance on the date you complete your Eligibility Waiting Period.

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

- a. The date your Plan B AD&D Insurance is effective;

- b. For your Spouse, the date you acquire a Spouse; or
- c. For your Children, the date you acquire your first Child.

A Member may be insured as both a Member and a Dependent. A Child may be insured by more than one Member.

## 2. Effective Date

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

### a. Plan A AD&D Insurance

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

### b. Plan B AD&D Insurance

You must apply in writing for Plan B AD&D Insurance and agree to pay premiums. Plan B AD&D Insurance becomes effective on the following applicable date:

- (i) The first day of the calendar month following the date you apply, if you apply within 31 days after you become eligible.
- (ii) The first day of the calendar month following the later of (a) the date you apply, or (b) the date of a Qualified Status Change, if you apply at a Qualified Status Change as provided under OAR 111-040-0400.
- (iii) The first day of the plan year following the date you apply, if you apply during an Annual Enrollment Period.

## H. When AD&D Insurance Ends

AD&D Insurance for you ends automatically on the earliest of:

- 1. The date your Waiver Of Premium begins;
- 2. The date the last period ends for which a premium was paid for your AD&D Insurance;
- 3. The date the Group Policy terminates;
- 4. The date your Employer ceases to participate under the Group Policy;
- 5. With respect to Plan A AD&D Insurance, the date your Employer ceases to make Plan A AD&D Insurance available to employees in your classification;
- 6. With respect to Plan B AD&D Insurance, the date your Employer ceases to make Plan B AD&D Insurance available to employees in your classification;
- 7. The date AD&D Insurance terminates under the Group Policy;
- 8. The last day of the calendar month in which your employment terminates (unless you are covered as a retired Member or coverage continues under the terms of a collective bargaining agreement or a documented district policy in effect on June 30, 2008); or
- 9. The last day of the calendar month in which you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your AD&D Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 8 above.
  - a. While coverage continues under the terms of a collective bargaining agreement or a documented district policy in effect on June 30, 2008.
  - b. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - c. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

- d. During the first 60 days of:
  - (1) A temporary layoff; or
  - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- e. 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.
- f. 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**.
- g. During the period you are absent from Active Work due to a regularly scheduled school break or vacation.

AD&D Insurance for your Dependents ends automatically on the earliest of:

- 1. The date your Plan B AD&D Insurance ends;
- 2. The date the last period ends for which a premium was paid for AD&D Insurance for your Dependents;
- 3. The date AD&D Insurance for Dependents terminates under the Group Policy;
- 4. The date your Employer ceases to make AD&D Insurance for Dependents available to employees in your classification;
- 5. For your Spouse, the last day of the calendar month in which you are divorced, unless coverage is required under the terms of a court-ordered separation, or the last day of the calendar month in which your Domestic Partner relationship is terminated;
- 6. For any Dependent, the last day of the calendar month in which the Dependent ceases to be a Dependent; or
- 7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

(LI.ADD.296)

(FB NO DEP REQD FULL XP BEN PKG\_ALCOHOL EXCL\_AIRCRAFT EXCL\_SEAT AIR COMBO) LI.AD.OR.5X

## ACTIVE WORK PROVISIONS

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

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

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

LI.AW.OT.1

## CONTINUITY OF COVERAGE

- A. Waiver Of Active Work Requirement

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

**B. Payment Of Benefit**

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

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

**LI.CC.01**

## **PORATABILITY OF INSURANCE**

**A. Portability Of Insurance**

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

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

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

2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

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

**B. Amount Of Portable Insurance**

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

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

**C. When Portable Insurance Becomes Effective**

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

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

(WITH DL REF WITH ADAD REF) LI.TP.OT.1

## **WAIVER OF PREMIUM**

### A. Waiver Of Premium Benefit

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

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

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

### B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

### C. Premium Payment

Premium payment must continue until the later of:

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

### D. Refund Of Premiums

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

### E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

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

(LI.WAIVER.300)

F. Effect Of Death During The Waiting Period

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

G. Termination Or Amendment Of The Group Policy

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

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

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

(LI.WAIVER.899)

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

## **CONTINUATION OF INSURANCE DURING TOTAL DISABILITY**

The **Coverage Features** states to which Members this provision applies.

A. Continuation Of Insurance During Total Disability Benefit

You may become insured for Life Insurance while you are totally disabled if:

1. You became Totally Disabled while insured under the Prior Plan and while under age 60;
2. You were covered under the continuation of insurance during Total Disability provision of the Prior Plan on the day before your Employer began participating under the Group Policy;
3. You are not eligible for coverage under the Prior Plan;
4. You are Totally Disabled on the date your Employer begins participating under the Group Policy;
5. You give us Proof Of Loss; and
6. The Employer makes the required premium contributions for your Life Insurance.

B. Definition Of Totally Disabled

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

C. Amount Of Insurance

If you qualify for Continuation Of Insurance During Total Disability, the amount of your Life Insurance under the Group Policy is the amount elected for you by your Employer on the date you become insured under the Group Policy. If you receive an Accelerated Benefit, Life Insurance will be reduced according to the **Accelerated Benefit** provision.

You may not become insured for any other coverage under the Group Policy while your Life Insurance is continued under this provision.

**D. When Continuation Of Insurance During Total Disability Ends**

Continuation Of Insurance During Total Disability ends on the earliest of:

1. The date you cease to be Totally Disabled.
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given.
3. The date you fail to attend an examination or cooperate with the examiner.
4. With respect to the amount of Life Insurance which you have converted, the effective date of the individual life insurance policy issued to you.
5. The date your Employer terminates coverage under the Group Policy for active employees in your former classification.
6. The date your Employer ceases to participate under the Group Policy.
7. The last day of the last period for which the required premium contribution for your coverage is paid by the Employer.
8. The date the Group Policy terminates.

## **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 90% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

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

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

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

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

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

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

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

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

A = The amount of the Accelerated Benefit.

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

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

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

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

#### E. Exclusions

No Accelerated Benefit will be paid if:

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

F. Definitions For Accelerated Benefit

Insurance means your Plan A and Plan B Life Insurance under the Group Policy.

(LI.AB.899)

LI.AB.OR.5X

## RIGHT TO CONVERT

A. Right To Convert

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

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

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

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

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

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

D. The Individual Policy

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

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

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

## E. Death During The Conversion Period

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

LI.RC.OT.1

# CLAIMS

## A. Filing A Claim

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

## B. Time Limits On Filing Proof Of Loss

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

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

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals.

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

## C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

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

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

## D. Investigation Of Claim

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

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

## E. Time Of Payment

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

## F. Notice Of Decision On Claim

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

With respect to Waiver Of Premium claims (or other benefits based on disability), we will evaluate a claim for benefits promptly after we receive it, and within 30 days after receipt of your claim we will send written notification we have received it. Within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. We will render a written decision or request an extension no later than 30 days after our receipt of Proof Of Loss.

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

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

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

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

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

#### G. Review Procedure

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

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

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

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

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

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

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

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

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

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

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

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

## **ASSIGNMENT**

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

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

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

(ALLOWED) LI.AS.OT.2

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

### A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death or coma will be paid to the Beneficiary you name. See B through E of this section. Benefits for coma will cease after the comatose condition has ceased, whether by death, recovery, or any other change of condition.
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. AD&D Insurance benefits payable because of the death or coma of your Dependent.
  - b. Dependents Life Insurance benefits.
  - c. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The brothers and sisters of the Dependent.
  - d. Your estate.
5. Additional Benefits will be paid as follows:

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

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

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

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

### B. Naming A Beneficiary

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

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving

Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.

3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

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

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

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

Your designation:

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

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

#### C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

#### D. No Surviving Beneficiary

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

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

#### E. Methods Of Payment

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

##### 1. Lump Sum

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

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

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

- a. Bears interest;
- b. Is owned by the Recipient;

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

3. Installments

Payment to a Recipient may be made in installments if:

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

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

(FB\_REPAT\_ELECT/TEL DESIG\_WITH DEF SP\_25K SSA LUMP INSTALL\_SPOUSE DEF TERM) LI.BB.OT.6X

## **TIME LIMITS ON LEGAL ACTIONS**

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

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

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## **INCONTESTABILITY PROVISIONS**

**A. Incontestability Of Insurance**

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

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

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

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

**B. Incontestability Of Group Policy**

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

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

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

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

LI.IN.OT.2

## **CLERICAL ERROR AND MISSTATEMENT**

### **A. Clerical Error**

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

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

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

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

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

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

**LI.CE.OT.2**

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

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

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

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

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

**LI.TA.OT.1**

## **DEFINITIONS**

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

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work.

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. Shift differential pay.
3. Pay for coaching, mentoring and other extra duties you perform on an on-going basis and which is included by your Employer in your salary.
4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

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

If you are paid on an annual contract basis, your annual rate of earnings is your annual contract salary.

If you are any other salaried employee and you are paid fewer than 12 months each year, your annual rate of earnings is your earnings during the preceding 12 calendar months (or during your period of employment if less than 12 months).

If you are paid hourly, your annual rate of earnings is based on your hourly pay rate multiplied by the number of hours you worked during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 2,080 hours.

Basic means (a) insurance is not elective and the Policyholder or Employer pays the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Child means a dependent child as that term is defined in OAR 111-010-0015

Contract means the Group Benefits Contract executed between us and the Policyholder and which incorporates this Group Policy as an exhibit and part of the agreement between us and the Policyholder.

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.

Optional means insurance is elective and Members pay all or part of the premium for insurance.

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

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

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

Sickness means your sickness, illness, or disease.

Spouse means a spouse or domestic partner as those terms are defined in OAR 111-010-0015.

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

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