# SUMMARY OF THE MONTANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT AND NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS

Residents of Montana who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Montana Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for the money to pay the claims of insured persons who reside in Montana and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

#### IMPORTANT DISCLAIMER

The Montana Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Montana. You should not rely on coverage by the Montana Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

COVERAGE IS NOT PROVIDED BY THE MONTANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION FOR YOUR POLICY OR CONTRACT OR ANY PORTION OF IT UNDER WHICH THE RISK IS BORNE BY YOU, THE POLICYHOLDER.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.

# This information is provided by: Montana Life and Health Insurance Guaranty Association

P.O. Box 541 Helena, Montana 59624 1-800-347-8997

#### State of Montana Department of Insurance

Sam W. Mitchell Building P.O. Box 4009 Helena, Montana 59604-4009 (406) 444-2040 1-800-332-6148

#### **SUMMARY**

The state law that provides for this safety-net coverage is called the Montana Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverage, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

**COVERAGE**. Generally, individuals will be protected by the Montana Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they hold certificates under a group life or health insurance contract or annuity, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

**EXCLUSIONS FROM COVERAGE**. Persons holding policies or contracts are **not** protected by this Association if:

	the insurer was not authorized or licensed to do business in Montana at the time the policy or contract was issued.		
Th	The Association also does <b>not</b> provide coverage for:		
	persons holding policies issued by a nonprofit hospital or medical service organization (the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange;		
	any policies or contracts or any part of the policies or contracts under which the risk is borne by the policyholder;		
	any policy of reinsurance (unless an assumption certificate was issued);		
	interest rate yields that exceed an average rate;		
	plans of employers, associations or similar entities to the extent they are self-funded or uninsured (that is, not insured by an insurance company, even if an insurance company administers them);		
	dividends;		
	experience rating credits;		
	credits given in connection with the administration of a policy or contract;		
	any unallocated annuity contract issued to an employee benefit plan that is protected under the Federal Pension Benefit Guaranty Corporation; and		
	any portion of any unallocated annuity contract that is not issued to or in connection with a specific employee, union, or association of natural persons benefit plan or a governmental lottery.		

**LIMITS ON AMOUNT OF COVERAGE**. The Act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Furthermore, the amounts the Association is authorized to pay are limited.

**Allocated Contracts**. For any one life insured, the Association will pay a maximum of \$300,000--no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

**Unallocated Contracts**. With respect to each individual participating in a governmental retirement plan established under sections 401, 403(b), 457 of the Internal Revenue Code and covered by an unallocated annuity contract or with respect to the beneficiaries of each individual, if deceased, the Association will pay, in the aggregate, \$100,000 in present value annuity benefits, including surrender and withdrawal values. With respect to any one contract holder covered by any unallocated annuity contract not included in the prior sentence, the Association will pay up to \$5 million in benefits, irrespective of the number of contracts held by the contract holder.

# STANDARD INSURANCE COMPANY

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

#### **CERTIFICATE**

#### **GROUP LIFE INSURANCE**

Policyholder: State of Montana
Policy Number: 608088-D
Effective Date: January 1, 2005

A Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

President

GC190-LIFE/S399

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#### **COVERAGE FEATURES**

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

# GENERAL POLICY INFORMATION

Group Policy Number: 608088-D

Type of Insurance Provided:

Group Policy Effective Date:

Life Insurance: Yes

Dependents Life Insurance: Yes

Accidental Death And Dismemberment

(AD&D) Insurance: No

Policyholder: State of Montana Employer(s): State of Montana

Policy Issued in: Montana

#### BECOMING INSURED

January 1, 2005

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 does not apply on the Group Policy Effective Date for Members who are retired on that 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 a) an employee of a participating department or agency of the State of Montana, and b) one of the following:

- 1. A permanent full-time employee scheduled to work more than six months in any twelve month period.
- 2. A permanent part-time or job-share employee who is regularly scheduled to work 20 hours or more per week, and more than six months in any twelve month period.
- 3. A seasonal employee who is regularly scheduled to work 20 hours or more per week for six months or more a year, or who works 20 hours or more a week for a continuous period of time of more than six months a year although not regularly scheduled to do so.
- 4. An Elected Official.
- 5. An Officer or permanent employee of the legislative branch.
- 6. A Judge or permanent employee of the judicial branch.

- 7. A temporary employee who is: (a) regularly scheduled to work 20 hours or more per week for more than six months within a year; or (b) works for 20 hours or more per week for a continuous period of more than six months although not regularly scheduled to do so; or (c) covered under a labor union contract which provides for eligibility.
- 8. A Member of the legislature.

Member includes an individual retired under the Employer's retirement program who is:

- 1. Not eligible for Medicare;
- 2. Under age 65;
- 3. Electing the Core Benefit Package upon retirement; and
- 4. Paying premiums in accordance with the Self Pay Provision. See **Life Insurance**.

You are not a Member if you are:

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

Class 1: Active Members

Class 2: Retired Members

You are eligible on the later of (A) the Group Policy Effective Date, and (B) the date determined as follows:

Elected Officials - on the date you take the oath of office, but not before the date your term begins.

All other Members - on the first day you are on pay status.

Required:

- a. For late application for Optional Life Insurance and Optional Spouse Life Insurance.
- b. For Optional Spouse Life Insurance in excess of the Guarantee Issue Amount of \$10,000.
- c. For reinstatements if required.
- d. For Members and Dependents eligible but not insured under the Prior Plan.
- e. For any Optional Life Insurance Benefit in excess of the Guarantee Issue Amount of 1 times your Annual Earnings rounded to the next higher multiple of \$5,000, if not already a multiple of \$5,000.
- f. For elective increases in Optional Life Insurance or Optional Spouse Life Insurance.

Class Definition:

Eligibility Waiting Period:

Evidence of Insurability:

The requirements in a., d. and f. above are waived for an amount of Optional Spouse Life Insurance up to \$10,000, if you apply during the following periods:

- i. From September 12, 2007 through December 31, 2007 for the 2008 plan year; or
- ii. From September 24, 2008 through December 31, 2008 for the 2009 plan year.

Evidence of Insurability will be waived for an employee who is covered under Optional Spouse Life Insurance, and who ceases to be a Dependent due to a Family Status Change, provided:

- 1. The employee is a Member.
- 2. The employee applies within 60 days following the date of the Family Status Change.
- 3. The amount of Optional Life Insurance is not in excess of the employee's Optional Spouse Life Insurance in effect on the day before the Family Status Change.

Evidence of Insurability will be waived during your employers open enrollment period from September 21, 2011 through December 31, 2011 for Optional Life Insurance and Spouse Dependents Life Insurance, subject to the following:

- a) Members who are insured for Optional Life Insurance may elect an increase of \$10,000, without submitting Evidence of Insurability, not to exceed the Guarantee Issue Amount.
- b) Members may elect to insure their Spouse's who were eligible but not insured for Optional Spouse Life Insurance for an increment of \$10,000 without submitting Evidence of Insurability or may elect to increase their Spouse Optional Life Insurance by \$5,000 or \$10,000 without submitting Evidence of Insurability.

Evidence of Insurability is waived during your Employer's Annual Change Period for Optional Life Insurance and Dependents Life Insurance for your Spouse, as follows:

- c) If you are insured for Optional Life Insurance, you may elect an increase of \$5,000 or \$10,000.
- d) You may apply for Dependents Life Insurance for your Spouse in the amount of \$5,000 or \$10,000, not to exceed the Guarantee Issue Amount of \$10,000.
- e) You may elect an increase in Dependents Life Insurance for your Spouse in the amount of \$5,000, not to exceed the Guarantee Issue Amount of \$10,000.

The Evidence Of Insurability requirements in a. b., d. and f. above are waived if you apply from September 12, 2007 through December 31, 2007 for an amount of Optional Spouse Life Insurance up to \$100,000. The effective date of such coverage not subject to Evidence Of Insurability is January 1, 2008.

#### PREMIUM CONTRIBUTIONS

Basic Life Insurance: Class 1: Noncontributory

Class 2: Contributory

Optional Life Insurance: Contributory
Basic Dependents Life Insurance: Contributory
Optional Spouse Life Insurance: Contributory

#### SCHEDULE OF INSURANCE

# SCHEDULE OF LIFE INSURANCE

For you:

Basic Life Insurance Benefit: All Classes: \$14,000

Optional Life Insurance Benefit: Class 1: The sum of a) 1 times your Annual Earnings,

rounded to the next higher multiple of \$5,000, if not already a multiple of \$5,000, plus b) the multiple of \$5,000 you select in writing. The maximum amount is

\$500,000.

Class 2: None

The Repatriation Benefit: The expenses incurred to transport your body to a

mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit,

whichever is less.

For your Dependents:

Basic Dependents Life Insurance Benefit:

Class 1:

Spouse: \$2,000

Child: \$1,000

Class 2: None

Optional Spouse Life

Insurance Benefit:

Class 1:

Spouse: You may select any multiple of \$5,000, up to

\$500,000.

Child: Not applicable

Class 2: None

The amount of Optional Spouse Life Insurance for your Dependent may not exceed 100% of the amount of your Optional Life Insurance.

# REDUCTIONS IN INSURANCE

Your insurance is not subject to reductions due of age.

OTHER BENEFITS

Waiver Of Premium: Class 1: Yes

Class 2: No

Accelerated Benefit: Class 1: Yes

Class 2: No

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# OTHER PROVISIONS

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

Minimum Time Insured: 3 years

Maximum Conversion Amount: \$10,000

Leave Of Absence Period: 12 months

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 combined amount: \$5,000

Maximum combined amount: \$100,000

For your Child:

Dependents Life Insurance: Yes

Minimum combined amount: \$1,000 Maximum combined amount: \$5,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work,

unless you had a salary decrease. See Annual Earnings in

**Definitions** for more information.

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#### 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

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

# 1. Changes In Annual Earnings

If your Optional Life Insurance exceeds 100% of your Annual Earnings, the amount of your Optional Life Insurance will not change because of a change in your Annual Earnings.

If your Optional Life Insurance equals 100% of your Annual Earnings, a change in the amount of your Optional Life Insurance because of an increase in your Annual Earnings becomes effective on the first day of the calendar month for which the required premium payment is made.

Your Optional Life Insurance will not change because of a decrease in your Annual Earnings.

#### 2. Elective Changes

You must apply in writing for any elective change in your Optional Life Insurance. You may elect changes in Optional Life Insurance (a) during an Annual Change Period, or (b) within 60 days following a Change In Family Status.

#### a. Changes Elected During An Annual Change Period

An elective decrease in your Optional Life Insurance becomes effective on the Annual Change Period effective date following the date you apply for the decrease.

An elective increase in your Optional Life Insurance becomes effective on the date we approve your Evidence Of Insurability, or the Annual Change Period effective date, whichever is later.

#### b. Changes Elected During The First 60 Days Following Change In Family Status

An elective decrease in your Optional Life Insurance becomes effective on the first day of the calendar month following the last period for which premium payment was made for such amount, or the date of Change In Family Status, whichever is later.

An elective increase in your Optional Life Insurance becomes effective on the date we approve your Evidence Of Insurability, or the date of Change In Family Status, whichever is later.

#### D. Repatriation Benefit

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

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

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

#### E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

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

1. Basic Life Insurance

Basic Life Insurance becomes effective on the date you become a Member.

# 2. Optional Life Insurance

If you wish to become insured for Optional Life Insurance, you must apply (a) within 31 days of becoming eligible, (b) during an Annual Change Period, or (c) within 63 days following a Change In Family Status.

a. Optional Life Insurance not subject to Evidence Of Insurability

Optional Life Insurance not subject to Evidence Of Insurability becomes effective on the date you enroll.

b. Optional Life Insurance subject to Evidence Of Insurability

Optional Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

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

#### F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

- 1. The date day of the period for which a premium contribution was made.
- 2. The date you become a full time member of the armed forces of any country.
- 3. The date the Group Policy terminates.

Insurance may be continued with premium payment 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.

#### SELF PAY PROVISION

You may continue your insurance during the following periods by paying the entire cost of your insurance to the Employer on or before each premium due date. You must elect to continue your insurance on or before the date your insurance would have otherwise ended and you may not become insured again after your insurance ends unless you return to Active Work. Your insurance will end on the earliest of the dates determined from 1., 2., and 3. above.

- 1. For up to 18 months while you are on approved leave without pay status, if you are a represented MEMBER.
- 2. For up to 12 months while you are on approved leave without pay status, if you are any other Member.
- 3. For up to 12 months while you are receiving Worker's Compensation benefits for any Sickness or Injury sustained during state employment.
- 4. With respect to Basic Life Insurance only, while you are retired under the Employer's Retirement Plan, but not beyond the earlier of (A) the date you become eligible for Medicare, and (B) the date you become age 65.

#### G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days:
  - a. The Eligibility Waiting Period will be waived; and
  - b. You will not be required to provide Evidence Of Insurability to become insured again for Optional Life Insurance which equals or is less than the amount of Optional Life Insurance which ended, provided you apply within 31 days after you become eligible again.
- 2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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#### DEPENDENTS LIFE INSURANCE

# A. Insuring Clause

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

B. Amount Of Dependents Life Insurance

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

- C. Changes In Dependents Life Insurance
  - 1. Increases

You must apply in writing for any elective increase in your Optional Spouse Life Insurance. Increases in the amount of your Optional Spouse Life Insurance will become effective on the date Standard approves Evidence Of Insurability for your Spouse.

2. Decreases

A decrease in your Dependents Life Insurance or Optional Spouse Life Insurance become effective on the first day of the calendar month for which premium payment for such amount has ended.

D. Definitions For Dependents Life Insurance

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

- E. Becoming Insured For Dependents Life Insurance
  - 1. Eligibility And Effective Dates For Basic Dependents Life Insurance

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

a. The date your Life Insurance becomes effective; and

b. The date you first acquire a Dependent.

You must agree to make the required contributions to the Policyholder and apply for Dependents Life Insurance within 94 days after you become eligible to insure a Child (ren) and within 63 days after you become eligible to insure your Spouse. You may not insure your Dependents for Basic Dependents Life Insurance unless you enroll for Basic Dependents Life Insurance within the specified time periods.

You may apply for Basic Dependents Life Insurance when you apply for Basic Life Insurance on your life, provided you have a Dependent on that date.

Your Basic Dependents Life Insurance becomes effective on the first day of the calendar month following the month of enrollment for which a full premium payment has been made.

While your Basic Dependents Life Insurance is in effect, each new Dependent becomes insured immediately.

2. Eligibility And Effective Dates For Optional Spouse Life Insurance

You become eligible for Optional Spouse Life Insurance on the later of:

- a. The date your Optional Life Insurance becomes effective; and
- b. The date you first acquire a Spouse.

You must apply for Optional Spouse Life Insurance and agree to make the required contributions to the Policyholder.

You may apply for Optional Spouse Life Insurance when you apply for Optional Life Insurance on your life, provided you have a Spouse on that date and apply within 63 days.

Optional Spouse Life Insurance becomes effective as follows:

a. Optional Spouse Life Insurance Subject To Evidence Of Insurability

Your Optional Spouse Life Insurance subject to Evidence Of Insurability becomes effective on the later of a) the first day of the calendar month following the month of enrollment for which a full premium payment has been made, and b) the first day of the calendar month following the date Standard approves Evidence Of Insurability for your Spouse.

b. Optional Spouse Life Insurance Not Subject To Evidence Of Insurability

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

- i. The date your Optional Life Insurance becomes effective if you apply on or before that date;
- ii. The date you become eligible to insure your Spouse if you apply on or before that date;
- iii. The date you apply if you apply within 63 days after you become eligible; and
- iv. The first day of the calendar month following the month of enrollment for which a full premium payment has been made,

Late Application: Evidence Of Insurability is required for your Spouse if you apply more than 63 days after you become eligible.

Note: Your Spouse will not be required to provide Evidence Of Insurability to become insured for Optional Spouse Life Insurance if:

- 1. Your Spouse was insured for Life Insurance as a Member;
- 2. Your Spouse ceased to be insured due to retirement or termination of employment; and

3. You apply for Optional Spouse Life Insurance within 31 days following the date your Spouse ceased to be insured as a Member.

The amount of Optional Spouse Life Insurance may not exceed the amount for which your Spouse was insured on the day before your Spouse ceased to be insured as a Member.

# F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

- 1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
- 2. The date your Life Insurance ends;
- 3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
- 4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
- 5. For your Spouse, the end of the month for which you divorce;
- 6. For any Dependent, the date the Dependent ceases to be a Dependent; and
- 7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

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# **ACTIVE WORK PROVISIONS**

If you were Disabled on the day before the date you apply or enroll for insurance, you may not enroll or apply for insurance until the first day after you complete one full day of Active Work.

For purposes of this Active Work requirement, you are Disabled if you are unable, as a result of Sickness, Injury or Pregnancy, to perform the material duties of your own occupation.

Active Work and Actively At Work mean performing the usual duties of your job at your Employer's usual place of business.

# PORTABILITY 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.

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#### CONTINUITY OF COVERAGE

#### A. Waiver Of Active Work Requirement

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

# B. Payment Of Benefit

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

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

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#### 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.

#### 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; and
- 2. The date we approve your claim for Waiver Of Premium.

#### D. Refund Of Premiums

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

#### E. Amount Of Insurance

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

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

#### F. Effect Of Death During The Waiting Period

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

#### G. Termination Or Amendment Of The Group Policy

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

# H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

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

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

#### ACCELERATED BENEFIT

#### A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

# B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

#### C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$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 12 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.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

#### E. Exclusions

No Accelerated Benefit will be paid if:

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

#### F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit under the Group Policy.

LI.AB.OT.1X

#### 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, 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 three years.
- 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. \$10,000.

# 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.1X

#### **CLAIMS**

# A. Filing A Claim

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

#### B. Time Limits On Filing Proof Of Loss

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

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

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

# 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.

# D. Investigation Of Claim

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

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

# E. Time Of Payment

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

#### F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims, within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; 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, 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;
- 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, 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, 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, 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.

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.

#### H. Interest On Death Benefits

We will pay interest on death benefits from the 30th day after receipt of Proof Of Loss until the date of payment. Interest is calculated at the discount rate on 90-day commercial paper in effect at the federal reserve bank in the ninth federal reserve district on the date of receipt of Proof Of Loss.

(2ND REV PUB WRDG) LI.CL.MT.5X

# **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

# BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

# A. Payment Of Benefits

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

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

The 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 Beneficiaries 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;
- 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.
- 2. Your children.
- 3. Your parents.
- 4. Your brothers and sisters.
- 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 \$10,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000, 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;
- b. The Recipient chooses; and
- c. We agree.

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

(NO FB\_REPAT\_25K SSA LUMP INSTALL) LI.BB.OT.4

#### ALLOCATION OF AUTHORITY

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

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;

- 3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. Amount of benefits payable;
  - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

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

LI.AL.OT.1

#### TIME LIMITS ON LEGAL ACTIONS

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

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

LI.TL.OT.1

#### **INCONTESTABILITY PROVISIONS**

#### A. Incontestability Of Insurance

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

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

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

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

#### B. Incontestability Of Group Policy

Any statement made by the Policyholder 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, AGENCY, 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 otherwise validly in force.
- 3. Continue insurance otherwise validly terminated.

# B. Agency

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.1

#### 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**

Annual Change Period means the period designated each year by the Employer during which a Member may elect changes in benefit plans.

Annual Earnings means your annual rate of earnings from your Employer including amounts contributed to a section 125 plan under the terms of a salary reduction agreement and deferred compensation, but excluding bonuses, overtime pay and any other extra compensation. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work, unless you had a salary decrease. If you had a decrease in Annual Earnings due to a salary decrease, your Annual

Earnings will be based on your earnings in effect prior to any salary decrease. The following rules apply to the computation of your annual rate of earnings:

Bi-weekly Pay: Bi-weekly earnings are multiplied by 26 to find your annual rate of earnings.

Weekly Pay: Weekly earnings are multiplied by 52 to find your annual rate of earnings.

Hourly Pay: Your hourly pay rate is multiplied by 2,080 to find your annual rate of earnings.

Change In Family Status means a family status change as defined in your Employer's Section 125 Cafeteria Plan.

#### Child means:

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

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

- i. Your adopted child; or
- ii. Your stepchild, if living in your home;
- iii. Any child for whom you have court ordered custody or legal guardianship, pursuant to the Internal Revenue Code definition of dependent.

Your child is Disabled if your child is:

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

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

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

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

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

Evidence Of Insurability means an applicant must:

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

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

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

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

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

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

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

Sickness means your sickness, illness, or disease.

# Spouse means:

- 1. A person to whom you are legally married and from whom you are not legally separated, including a declared common law spouse, or
- 2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country.

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