

## **NOTICE CONCERNING COVERAGE UNDER THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Tennessee 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 Tennessee 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 Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

### **COVERAGE**

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

### **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guaranty Association if:

1. they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);
2. the insurer was not authorized to do business in this state; or
3. their policy was issued by 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.

The Guaranty Association also does not provide coverage for:

1. any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
2. any policy of reinsurance (unless an assumption certificate was issued);
3. interest rate yields that exceed an average rate;
4. dividends;
5. credits given in connection with the administration of a policy by a group contractholder;
6. employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).
7. unallocated annuity contracts (which give rights to group contractholders, not individuals).

### **LIMITS ON AMOUNT OF COVERAGE**

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many

policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - \$300,000
- life insurance cash surrender value - \$100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
  - \$100,000 for limited benefits and supplemental health coverages
  - \$300,000 for disability and long term care insurance
  - \$500,000 for basic hospital, medical and surgical insurance of major medical insurance

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The Tennessee 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 Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

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 guaranty association to induce you to purchase any kind of insurance policy.

**The Tennessee Life and Health Insurance Guaranty Association  
1200 One Nashville Place  
150 4th Avenue North  
Nashville, Tennessee 37219**

**Tennessee Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, Tennessee 37243**



## 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:	City of Knoxville
Policy Number:	170706-A
Effective Date:	January 1, 2023
Revision Date:	Not applicable

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The Group Policy has been issued to the Policyholder.

We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differs from the terms of your Employer's coverage under the Group Policy, the latter will govern. 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 Death Benefit. Death benefits will be reduced if an Accelerated Death 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" in Internal Revenue Code section 101, your Accelerated Death Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Death 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.

Unless defined differently within a particular provision, the terms "you" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in bold face type.

A handwritten signature in black ink, appearing to read "David Miller".

President and CEO

## TABLE OF CONTENTS

COVERAGE FEATURES.....	1
GENERAL POLICY INFORMATION.....	1
BECOMING INSURED.....	1
PREMIUM CONTRIBUTIONS.....	2
SCHEDULE OF INSURANCE.....	2
REDUCTIONS IN INSURANCE.....	4
OTHER PROVISIONS.....	6
INSURING CLAUSE.....	9
EVIDENCE OF INSURABILITY.....	9
LIFE INSURANCE.....	10
A. Amount Of Life Insurance.....	10
B. When Life Insurance Becomes Effective.....	10
C. Changes In Life Insurance.....	10
D. Suicide Exclusion.....	11
E. When Life Insurance Ends.....	11
F. Reinstatement Of Life Insurance.....	11
DEPENDENT LIFE INSURANCE FOR YOUR SPOUSE.....	12
A. Amount Of Insurance.....	12
B. Insuring Your Spouse.....	12
C. Changes In Insurance.....	13
D. Exclusions.....	14
E. When Insurance Ends.....	14
DEPENDENT LIFE INSURANCE FOR YOUR CHILD.....	14
A. Amount Of Insurance.....	14
B. Insuring Your Child.....	14
C. Changes In Insurance.....	15
D. When Insurance Ends.....	16
REPATRIATION BENEFIT.....	16
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....	16
A. Insuring Clause.....	16
B. Becoming Insured For AD&D Insurance.....	16
C. Changes In AD&D Insurance.....	17
D. Definition Of Loss For AD&D Insurance.....	17
E. AD&D Insurance Exclusions.....	18
F. Amount Payable.....	19

G. Other AD&D Benefits .....	19
H. When AD&D Insurance Ends.....	22
ACTIVE WORK PROVISIONS.....	22
CONTINUITY OF COVERAGE .....	23
PORTABILITY OF INSURANCE .....	23
WAIVER OF PREMIUM .....	24
ACCELERATED DEATH BENEFIT .....	26
RIGHT TO CONVERT .....	27
CLAIMS .....	28
ASSIGNMENT .....	30
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS .....	31
RIGHT TO RECOVERY .....	33
CLAIMANT COOPERATION .....	33
AGENCY AND RELEASE .....	33
TIME LIMITS ON LEGAL ACTIONS .....	33
INCONTESTABILITY OF INSURANCE.....	33
CLERICAL ERROR, MISSTATEMENT AND AGENCY .....	34
DEFINITIONS .....	34

## INDEX OF DEFINED TERMS

Active Work, Actively At Work, 22  
AD&D Insurance, 34  
Air Bag System, 19  
Annual Earnings, 34  
Annual Enrollment Period, 10  
Any Occupation (Brain Damage), 18  
Automobile (Adaptive Home and Vehicle), 19  
Automobile (Air Bag), 19  
Automobile (Seat Belt), 22  
  
Beneficiary, 31  
  
Child, 35  
Contributory, 35  
Conversion Period, 27  
  
Dependent, 35  
Dependent Life Insurance, 35  
Domestic Partner, 36  
  
Eligibility Waiting Period, 35  
Employer, 35  
Evidence Of Insurability, 35  
  
Group Policy, 35  
Group Policy Effective Date, 1  
Group Policy Number, 1  
  
Helmet, 21  
Hospital, 35  
  
Injury, 35  
Insurance (Accelerated Death Benefit), 27  
Insurance (Right To Convert), 27  
Insurance (Waiver Of Premium), 25  
Life Insurance, 35  
Line of Duty Accident, 21  
Loss (Accidental Death and Dismemberment Insurance), 17  
  
Material Duties (Active Work), 23  
Material Duties (Brain Damage), 18  
Material Duties (Waiver Of Premium), 25  
  
Noncontributory, 35  
Nursing Home, 36  
  
Own Occupation, 22  
  
Physician, 36  
Policyholder, 1  
Portable Event, 23  
Pregnancy, 36  
Prior Plan, 36  
Proof Of Loss, 29  
Public Safety Officer, 21  
Public Transportation, 22  
  
Qualifying Event, 27  
Qualifying Medical Condition, 26  
  
Recipient, 32  
  
Seat Belt System, 22  
Sickness, 36  
Signed, 36  
Social Security Normal Retirement Age (SSNRA), 26  
Spouse, 36

Tobacco, 34

Totally Disabled (Brain Damage), 18

Totally Disabled (Waiver Of Premium), 25

Waiting Period, 25

War, 18

Writing or Written, 36

You and Your, 27

## 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:	170706-A
Type of Insurance Provided:	
Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Dependent Life Insurance For Your Spouse:	Yes
Dependent Life Insurance For Your Child:	Yes
Policyholder:	City of Knoxville
Employer(s):	City of Knoxville
Group Policy Effective Date:	January 1, 2023
Revision Date:	Not applicable
State of Issue:	Tennessee

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### BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Member means one of the following:

1. A regular employee of the Employer other than a City Judge who is Actively At Work at least 30 hours each week; or
2. A regular City Judge employee of the Employer who is Actively At Work at least 25 hours each week.

For the purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days.

You are not a Member if you are:

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

Class Definition: None



Eligibility Waiting Period:

You are eligible on one of the following dates, but not before the Group Policy Effective Date:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 60 consecutive days as a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following 60 consecutive days as a Member.

Your Eligibility Waiting Period will be reduced by any continuous period as an employee of the Employer immediately prior to the date you became a Member.

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.

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## PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1:	Noncontributory
Plan 2:	Contributory

Dependent Life Insurance:

Plan 1:	Noncontributory
Plan 2:	
For Your Spouse:	Contributory
For Your Child:	Contributory

AD&D Insurance:	Noncontributory
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## SCHEDULE OF INSURANCE

### SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

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

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

Plan 1 (basic):	\$50,000
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Plan 2 (additional):	You may apply for Life Insurance in multiples of \$10,000, from \$10,000 to \$750,000.
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## SCHEDULE OF DEPENDENT LIFE INSURANCE

If you are insured under Plan 1 Life Insurance, your Dependents are eligible for Plan 1 Dependents Life Insurance.

If you are insured under Plan 2 Life Insurance, you may apply for Plan 2 Dependent Life Insurance for your Dependents. You may elect to insure your Spouse, your Child, or both.

For your Spouse:

Spouse Life Insurance Benefit:

Plan 1: \$1,000

The amount of Plan 1 Dependent Life Insurance for your Spouse may not exceed 100% of the amount of your Plan 1 Life Insurance.

Plan 2: You may apply for Dependent Life Insurance in multiples of \$5,000 from \$5,000 to \$250,000.

The amount of Plan 2 Dependent Life Insurance for your Spouse may not exceed 100% of the amount of your Plan 2 Life Insurance.

For your Child:

Child Life Insurance Benefit:

Plan 1: \$1,000

The amount of Plan 1 Dependent Life Insurance for your Child may not exceed 100% of the amount of your Plan 1 Life Insurance.

Plan 2: You may elect one of the following options:

Option 1: \$10,000

Option 2: \$15,000

Option 3: \$20,000

The amount of Plan 2 Dependent Life Insurance for your Child may not exceed 100% of the amount of your Plan 2 Life Insurance.

## SCHEDULE OF AD&D INSURANCE

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

For you:

AD&D Insurance Benefit: If you are insured for Plan 1 Life Insurance, the amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life 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%
d. One arm or one leg	75%**

e. Two or more of the Losses listed above	100%
f. Thumb and index finger of the same hand	25%*
g. Four fingers of the same hand	20%*
h. All toes of the same foot	20%*
i. Thumb or the fifth finger (pinky)	15%*
j. Quadriplegia	100%
k. Triplegia	75%
l. Paraplegia	75%
m. Hemiplegia	50%
n. Uniplegia	25%
o. Coma	For the first 11 months, 5% 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. The unpaid portion of the remaining AD&D Insurance Benefit will be paid in month 12. Payments for coma will not exceed a maximum of 12 months.
p. Brain Damage	100%
q. Third degree burns covering 75% to 100% of the body	100%
r. Third degree burns covering 50% to 74% of the body	75%
s. Third degree burns covering 25% to 49% of the body	50%
t. Third degree burn confined to the face	25%

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

\* No AD&D Insurance Benefit will be paid for Loss of one or more fingers, the thumb, one or more toes, or the thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand or foot. No AD&D Insurance Benefit will be paid for Loss of a hand or foot, one or more fingers, the thumb, one or more toes, or the thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire arm or leg.

\*\* If you lose an arm, leg, a hand or foot and an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia, Uniplegia, Triplegia, or Paraplegia involving that same arm, leg, hand or foot, we will pay the higher of the AD&D Insurance Benefits for that Loss.

## REDUCTIONS IN INSURANCE

If you or your Spouse reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below.

Life and AD&D Insurance

Age of Member	Percentage
70 through 74	65%
75 or over	50%

Plan 1 Spouse Life and AD&D Insurance

Your insurance will not be reduced because of your age unless your insurance is subject to termination under the Waiver of Premium provision.

Plan 2 Spouse Life Insurance

Age Of Spouse	Percentage
70 through 74	65%
75 or over	50%

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**OTHER AD&D BENEFITS**

Adaptive Home And Vehicle Benefit:

For you: The lesser of (1) \$2,500; or (2) 2.5% of the amount of AD&D Insurance Benefit otherwise payable for Loss of your life.

Air Bag Benefit:

For you: The lesser of (1) \$5,000; or (2) 5% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

Artificial Limb Benefit:

For you: Reimbursement for the expenses incurred for one or more artificial limbs, including the initial fitting and subsequent adjustments, but not to exceed \$5,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Assault Benefit:

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

Career Adjustment Benefit:

For you: 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.

Child Care Benefit:

For you: 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.

Helmet Benefit:

For you: The lesser of (1) \$5,000; or (2) 10% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

Higher Education Benefit:

For you: 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.

Line Of Duty Benefit:

For you: The lesser of (1) \$50,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

Public Transportation Benefit:

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

Seat Belt Benefit:

For you: The lesser of (1) \$10,000; or (2) 10% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

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**OTHER PROVISIONS**

Repatriation Benefit:

The lesser of (1) \$5,000; or (2) 10% of the expenses incurred to transport your body to a mortuary near your primary place of residence including expenses to prepare the body for shipment.

Waiver Of Premium:

Yes

Accelerated Death Benefit:

Yes

Insurance Eligible For Portability:

For you:

Life Insurance:

Yes

Minimum amount

\$10,000

Maximum amount

\$500,000

AD&D Insurance:

Yes

Minimum amount

\$10,000

Maximum amount

\$500,000

For your Spouse:

Dependent Life Insurance:

Yes

Minimum amount

\$5,000

Maximum amount	\$250,000
For your Child:	
Dependent Life Insurance:	Yes
Minimum amount	\$1,000
Maximum amount	\$25,000
Suicide Exclusion:	Applies to:
	a. Plan 2 Life Insurance
	b. Plan 2 Dependent Life Insurance For Your Spouse
	c. AD&D Insurance

See **Accidental Death And Dismemberment Insurance** for other exclusions



## INSURING CLAUSE

If you, your Spouse or your Child die or have a loss while insured under the Group Policy, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us, subject to the **Claims** provision.

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## EVIDENCE OF INSURABILITY

A. Evidence of Insurability will be required as follows:

1. If you apply for Contributory Life Insurance for yourself or Dependent Life Insurance for your Spouse more than 31 days after you become eligible.
2. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$250,000.
3. For any Plan 2 Spouse Life Insurance Benefit in excess of the Guarantee Issue Amount of \$50,000.
4. For reinstatements, if required.
5. For Members or a Spouse eligible, but not insured under the Prior Plan.
6. For any increase in Plan 2 Life Insurance or Spouse Life Insurance Benefit resulting from a plan or option change you elect.

B. Evidence Of Insurability will not be required as follows:

1. Evidence Of Insurability is not required for a Child.
2. If you or your Spouse were insured under the Prior Plan for an amount in excess of the Guarantee Issue Amount on the day before the Group Policy Effective Date, the Evidence Of Insurability requirement will be waived for you for that amount on the Group Policy Effective Date.
3. One Time Open Enrollment

Your Employer will hold a One Time Open Enrollment from 11/01/2022 through 11/30/2022. During this One Time Open Enrollment, the following will not require Evidence Of Insurability as long as your total Life Insurance Benefit or your total Plan 2 Spouse Life Insurance Benefit after an election, does not exceed the Guarantee Issue Amount described above.

- a. For those insured or eligible for Additional life under the Prior Plan, you may apply or increase Plan 2 Life Insurance up to the Guarantee Issue Amount.
- b. For a Spouse who is insured or eligible for Additional dependent life under the Prior Plan, you may apply or increase your Plan 2 Spouse Life Insurance Benefit up to the Guarantee Issue Amount.

4. Annual Open Enrollment

Your Employer will offer an Annual Open Enrollment. During your Employer's Annual Enrollment Period, Evidence Of Insurability will not be required as follows as long as your total Life Insurance Benefit or your total Plan 2 Spouse Life Insurance Benefit after an election, does not exceed the Guarantee Issue Amount described above.

- a. For those insured or eligible for Plan 2 Life Insurance, you may apply for or increase your Plan 2 Life Insurance in one increment of \$10,000.
- b. For a Spouse who is insured or eligible for Plan 2 Dependent Life Insurance, you may apply for or increase your Plan 2 Spouse Life Insurance Benefit in one increment of \$5,000.

However, we will not waive the Evidence Of Insurability requirements if you or your Spouse previously submitted evidence of good health that was not approved by us under any group life insurance policy issued by us to the Policyholder covering your employer.



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

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## LIFE INSURANCE

### A. Amount Of Life Insurance

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

### B. When Life Insurance Becomes Effective

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

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

#### 1. Life Insurance Subject To Evidence Of Insurability

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

#### 2. Life Insurance Not Subject To Evidence Of Insurability

##### a. Noncontributory Life Insurance

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

##### b. Contributory Life Insurance

You must apply in Writing for Contributory Life Insurance and agree to pay premiums.

Contributory Life Insurance not subject to **Evidence Of Insurability** becomes effective on:

- i. The date you become eligible if you apply on or before that date.
- ii. The date you apply if you apply within 31 days after you become eligible.
- iii. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

### C. Changes In Life Insurance

#### 1. Increases

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

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

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

An increase in your Life Insurance subject to **Evidence Of Insurability** becomes effective on the date we approve your Evidence Of Insurability.

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

An increase in your Life Insurance not subject to **Evidence Of Insurability** becomes effective as follows:

- i. The date of change in your classification or Annual Earnings.
- ii. The date you apply for an elective increase.
- iii. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

- iv. The beginning of the next plan year following the date you apply, if you apply during the One Time Open Enrollment Period.
2. Decreases
    - a. A decrease in your Life Insurance because of a change in your classification becomes effective on the date of the change.
    - b. A decrease in your Life Insurance because of a change in your age becomes effective on the date of the change.
    - c. A decrease in your Life Insurance because of a change in your Annual Earnings becomes effective on the date of the change.
    - d. Any other decrease in your Life Insurance becomes effective on the date the Policyholder or your Employer receives your Written request for the decrease.

D. 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.

E. When Life Insurance Ends

Your 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's coverage under the Group Policy terminates.
4. The date your employment terminates.
5. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 4 above.
  - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
  - b. During the first 12 months while your ability to work is limited because of Sickness, accidental Injury, or Pregnancy.
  - c. During the first 60 days of a temporary layoff.
  - d. During the first 60 days of 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 or federally 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 scheduled to last 60 days or less.

F. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you cease to be a Member, and you become a Member again within 90 days, your Life Insurance amounts in effect prior to your last day of Active Work will be reinstated without Evidence Of Insurability.
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.

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## DEPENDENT LIFE INSURANCE FOR YOUR SPOUSE

### A. Amount Of Insurance

See **Coverage Features** for the Insurance amount.

### B. Insuring Your Spouse

#### 1. Eligibility

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

- a. The date you become eligible for Life Insurance.
- b. The date you first acquire a Spouse.

A Member may not be insured as both a Member and a Spouse.

#### 2. Effective Date

The **Coverage Features** states whether your Dependent Life Insurance for your Spouse is Contributory or Noncontributory. Subject to the **Active Work Provisions** and the Dependent Deferred Effective Date If Confined section, your Dependent Life Insurance for your Spouse becomes effective as follows:

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

Insurance subject to **Evidence Of Insurability** becomes effective on the later of:

- i. The date your Life Insurance becomes effective.
- ii. The date we approve the Spouse's Evidence Of Insurability.

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

###### i. Noncontributory Insurance

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

- \* The date your Life Insurance becomes effective.
- \* The date you first acquire a Spouse.

###### ii. Contributory Insurance

You must apply in Writing for Contributory Dependent Life Insurance for your Spouse and agree to pay premiums. Contributory Dependent Life Insurance for your Spouse not subject to **Evidence Of Insurability** becomes effective on the latest of:

- \* The date your Life Insurance becomes effective if you apply on or before that date.
- \* The date you become eligible to insure your Spouse if you apply on or before that date.
- \* The date you apply if you apply within 31 days after you become eligible.
- \* The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

c. Dependent Deferred Effective Date If Confined

Dependent Life Insurance for your Spouse and increases in Dependent Life Insurance for your Spouse will not become effective for your Spouse who is confined to a Hospital or Nursing Home on the day before the scheduled effective date of your Spouse's Insurance or the effective date of the increase in Dependent Life Insurance for your Spouse.

You may apply in Writing and agree to pay premiums for Contributory Insurance for your Spouse within 31 days of the date you are eligible to apply for Insurance for your Spouse without submitting Evidence Of Insurability. Coverage will become effective on the date the Spouse is released from a Hospital or Nursing Home. If you do not apply within this period, you must submit Evidence Of Insurability with your application.

This section will not apply to Dependent Life Insurance for your Spouse equal to the amount of dependent life insurance in effect under the Prior Plan on the date before the Group Policy Effective Date.

C. Changes In Insurance

1. Increases

You must apply in Writing for any elective increase in your Dependent Life Insurance for your Spouse.

Subject to the **Active Work Provisions** and the Dependent Deferred Effective Date If Confined section, an increase in your Insurance for your Spouse becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in the Spouse Life Insurance Benefit subject to **Evidence Of Insurability** becomes effective on the date we approve your Spouse's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependent Life Insurance for your Spouse not subject to **Evidence Of Insurability** becomes effective as follows:

- i. The date of the change in your classification or Annual Earnings.
- ii. The date you apply for an elective increase.
- iii. The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period
- iv. The beginning of the next plan year following the date you apply, if you apply during the One Time Open Enrollment Period.

2. Decreases

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

b. A decrease in the Spouse Life Insurance Benefit because of a change in age becomes effective on the date of the change in age.

- c. A decrease in the Spouse Life Insurance Benefit because of a change in your classification becomes effective on the date of the change in your classification.
- d. Any other decrease in the Spouse Life Insurance Benefit becomes effective on the date the Policyholder or Employer receives your Written request for the decrease.

#### D. Exclusions

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

#### E. When Insurance Ends

Insurance ends automatically on the earliest of:

1. Five months after you die. (No premium will be charged for your Dependent Life Insurance for your Spouse during this time.)
2. The date your Life Insurance ends.
3. The date Dependent Life Insurance for your Spouse terminates under the Group Policy, unless your Insurance continues under item 1 above.
4. The date the Group Policy terminates, or the date Employer's coverage under the Group Policy for your Spouse terminates, unless Insurance continues under item 1 above.
5. The date the last period ends for which a premium was paid for your Dependent Life Insurance for your Spouse, unless it continues under item 1 above.
6. The last day for which premium contributions have been paid following your Written request to terminate your Dependent Life Insurance for your Spouse.
7. For your Spouse, the date of your divorce or legal separation or termination of your Domestic Partner relationship.

LI.SP.OT.1

## DEPENDENT LIFE INSURANCE FOR YOUR CHILD

#### A. Amount Of Insurance

See **Coverage Features** for the Insurance amount.

#### B. Insuring Your Child

##### 1. Eligibility

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

- a. The date you become eligible for Life Insurance.
- b. The date you first acquire a Child.

A Member may not be insured as both a Member and a Child. A Child may not be insured by more than one Member. For purposes of insurance under the Group Policy, Child does not include a person who is a full-time member of the armed forces of any country.

##### 2. Effective Date

The **Coverage Features** states whether your Dependent Life Insurance for your Child is Contributory or Noncontributory. Subject to the **Active Work Provisions** and the Dependent Deferred Effective Date If Confined section, your Dependent Life Insurance for your Child becomes effective as follows:

a. Insurance Not Subject To Evidence Of Insurability

i. Noncontributory Insurance

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

- \* The date your Life Insurance becomes effective.
- \* The date you first acquire a Child.

ii. Contributory Insurance

You must apply in Writing for Dependent Life Insurance for your Child and agree to pay premiums. Contributory Insurance for your Child not subject to **Evidence Of Insurability** becomes effective on the latest of:

- \* The date your Life Insurance becomes effective if you apply on or before that date.
- \* The date you become eligible to insure your Child if you apply on or before that date.
- \* The date you apply if you apply within 31 days after you become eligible.

Except as provided above, your first eligible newborn Child is automatically covered for the minimum Child Life Insurance Benefit amount shown in the **Coverage Features** up to the date you apply, if you apply within 31 days from the Child's live birth.

b. Dependent Deferred Effective Date If Confined

Dependent Life Insurance and increases in Dependent Life Insurance for your Child will not become effective for your Child who is confined to a Hospital or Nursing Home on the day before the scheduled effective date of your Child's Insurance or increases to your Child's Insurance.

You may apply in Writing and agree to pay premiums for Contributory Insurance for your Child within 31 days of the date you are eligible to apply for Insurance for your Child. Coverage will become effective on the date the Child is released from a Hospital or Nursing Home.

This section will not apply to a newborn Child. This section will not apply to Dependent Life Insurance for your Child equal to the amount of dependent life insurance in effect under the Prior Plan on the day before the Group Policy Effective Date.

c. While your Dependent Life Insurance for your Child is in effect, each new Child becomes insured immediately.

C. Changes In Insurance

1. Increases

You must apply in Writing for any elective increase in your insurance for your Child.

Subject to the **Active Work Provisions** and the Dependent Deferred Effective Date If Confined section, an increase in your Child's Insurance becomes effective as follows:

a. Increases Not Subject To Evidence Of Insurability

An increase in your Dependent Life Insurance for your Child not subject to **Evidence Of Insurability** becomes effective as follows:

- i. The date of the change in your classification or Annual Earnings.
- ii. The date you apply for an elective increase.

2. Decreases

- a. A decrease in the Child Life Insurance Benefit because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.
- b. Any other decrease in the Child Life Insurance Benefit becomes effective on the date the Policyholder or Employer receives your Written request for the decrease.

D. When Insurance Ends

Insurance ends automatically on the earliest of:

1. Five months after you die. (No premium will be charged for your Dependent Life Insurance for your Child during this time.)
2. The date your Life Insurance ends.
3. The date Dependent Life Insurance for your Child terminates under the Group Policy, unless your Insurance continues under item 1 above.
4. The date the Group Policy terminates, or the date Employer's coverage under the Group Policy for your Child terminates, unless Insurance continues under item 1 above.
5. The date the last period ends for which a premium was paid for your Dependent Life Insurance for your Child, unless it continues under item 1 above.
6. The last day for which premium contributions have been paid following your Written request to terminate your Dependent Life Insurance for your Child.
7. For any Child, the date the Child ceases to be a Child.

LI.CH.OT.1

## 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, including expenses to prepare the body for shipment.

LI.RB.OT.1

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident including accidental exposure to adverse weather conditions, while insured for AD&D Insurance under the Group Policy, 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, subject to the **Claims** provision.

B. Becoming Insured For AD&D Insurance

1. Eligibility

a. Noncontributory AD&D Insurance

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

b. Contributory AD&D Insurance

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

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

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

b. Contributory AD&D Insurance

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

- i. The date you become eligible if you apply on or before that date.
- ii. The date you apply, if you apply after you become eligible.

C. Changes In AD&D Insurance

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

D. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, arm, leg, thumb, thumb and index finger of the same hand, fingers, toes, coma, brain damage, burn, Quadriplegia, Hemiplegia, Uniplegia, Triplegia, and 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. Occurs within 365 days after the accident.
4. With respect to Loss of life, is evidenced by Proof Of Loss satisfactory to us.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

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

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

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

With respect to an arm or leg, Loss means actual and permanent severance from the body at or below the shoulder or hip 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 4 fingers of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to the fifth finger (pinky finger) or thumb, Loss means the actual and permanent severance from the body at or above the metacarpophalangeal joint.

With respect to all toes of the same foot, Loss means actual and permanent severance from the body at or above the metatarsophalangeal joint.

With respect to coma, Loss means profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 21 consecutive days. Benefits payable because of a coma will end the earliest of the time period shown in the **Coverage Features**, or you regain consciousness, or you die.

With respect to Quadriplegia, Hemiplegia, Uniplegia, Triplegia, 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. Uniplegia means the complete and irreversible paralysis of one limb. Triplegia means the complete and irreversible paralysis of three limbs.

With respect to brain damage, Loss means you sustain and are diagnosed by a Physician as having a traumatic brain injury as a result of, and within 30 days of, a covered accidental injury. The traumatic brain injury will have lasted for a minimum of 12 consecutive months and as a result of the traumatic brain injury the Member is Totally Disabled from Any Occupation at the end of that 12 month period. The Member must be hospitalized due to traumatic brain injury for at least 5 days and have a Glasgow Coma Scale score of 8 or less within the first 30 days following the accident that resulted in the traumatic brain injury.

Totally Disabled means that 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.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

Any Occupation means any gainful occupation for which you are reasonably fitted by education, training and experience.

#### 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 or participation in an insurrection. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary intake by any means of any poison, gas, fumes, prescription drugs, non-prescription drugs or illegal drugs, unless prescribed or taken under the direction of a Physician and taken in accordance with the Physician's instructions.
5. Alcohol – if your blood alcohol content is in excess of the legal limit for operating a motor vehicle as defined by the jurisdiction where the accident or Loss occurred. This exclusion applies regardless of whether the accident or Loss involved the operation of a motor vehicle.
6. Sickness or Pregnancy existing at the time of the accident or a heart attack or stroke.

7. Medical or surgical treatment for any of the above.

F. 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**.

G. Other AD&D Benefits

Adaptive Home and Vehicle Benefit

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

We will pay an Adaptive Home And Vehicle Benefit to the person who incurs the accommodation expenses 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 12 months after the date of the accident, you 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 or 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 or licensed occupational therapist for the type of Loss you suffered.

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

Air Bag Benefit

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

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

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

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.

#### Artificial Limb Benefit

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

We will pay an Artificial Limb Benefit one time per accident if all of the following requirements are met:

1. 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 and for which the artificial limb replaces.
2. You receive one or more artificial limbs as prescribed by a Physician.
3. Within 365 days after the date of the accident, you incur expenses to have one or more prescribed artificial limbs fitted to accommodate your AD&D Loss.

An artificial limb does not include artificial joints (including, but not limited to hip and knee replacements).

#### Assault Benefit

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

We will pay an Assault Benefit if a Loss occurs that is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report and the following requirement is met: while Actively At Work, you suffer a Loss for which an AD&D Insurance Benefit is payable.

#### Career Adjustment Benefit

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

We will pay a Career Adjustment Benefit to your Spouse 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. 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.

#### 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 die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child under age 13 within 36 months of your death.
3. 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.

#### Helmet Benefit

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

We will pay a Helmet Benefit if you meet all of the following requirements:

1. An AD&D Loss of life occurs while operating or riding a motorcycle or bicycle.
2. Wearing a Helmet at the time of the Loss as evidenced by a police accident report, medical examiner report, or coroner's report.

3. The operator of the motorcycle has a current and valid driver's license at the time of the Loss.  
Helmet means protective headgear that meets or exceeds the standards established by the Code of Federal Regulations (CFR) in Title 16 Part 1203, Snell Memorial Foundation Standards M-95 or M2000, the American National Standards Institute specification Z 90. 1, or the United States Department of Transportation's Federal Motor Vehicle Safety Standard No. 218, as amended and updated.

#### 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 die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. 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 annually to each Child who meets the requirements of item 2 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.

#### Line Of Duty Benefit

The amount of the Line Of Duty Benefit is shown in the **Coverage Features**.

We will pay a Line Of Duty Benefit if all of the following requirements are met:

1. You are a Public Safety Officer.
2. You suffer a Loss for which an AD&D Insurance Benefit is payable.
3. The Loss is the result of a Line Of Duty Accident.

Public Safety Officer means a Member whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression.

Public Safety Officer includes any one or more of the following: police officers, firefighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.

Line of Duty Accident means an accident, including accidental exposure to adverse weather conditions, that occurs while you are taking any action which by rule, regulation, law, or condition of employment you are obligated or authorized to perform as a Public Safety Officer, in the course of controlling or reducing crime, criminal law enforcement, or fire suppression, including such action taken in response to an emergency while off duty.

If you are a Public Safety Officer, whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line of Duty Accident includes a Line Of Duty Accident that occurs while you are any one or more of the following: on duty at social, ceremonial, or athletic functions to which you are assigned or for which you are paid as a Public Safety Officer by your Employer, or going directly to, attending, or returning directly from meetings or conventions associated with your profession.

#### 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.

#### Seat Belt Benefit

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

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

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. The deceased is wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by Proof Of Loss satisfactory to us.

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.

#### H. When AD&D Insurance Ends

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

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.
4. The date the last period ends for which a premium was paid for your AD&D Insurance.
5. The last day for which premium contributions have been paid following your Written request to terminate your AD&D Insurance for you

LI.AD.TN.1

## 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 actively at work for your Employer and performing with reasonable continuity the Material Duties of your Own Occupation at your usual place of business, for your Employer. You will be deemed to be Actively At Work if all of the following requirements are met:

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.
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but may also look at the way the occupation is generally performed in the national economy.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

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**.

If your Spouse or Child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can insure your Spouse or Child on the effective date of your Employer's coverage even when the Dependent Deferred Effective Date If Confined section applies. See **Dependent Life Insurance For Your Spouse** and **Dependent Life Insurance For Your Child**.

### B. Payment Of Benefit

The benefits payable for your death or dismemberment 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.

The benefits payable for your Spouse's or Child's death when the Dependent Deferred Effective Date If Confined section applies 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.OT.1

## PORTABILITY OF INSURANCE

### A. Portability Of Insurance

1. 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 if your insurance under the Group Policy ends because of one of the following Portable Events.

Portable Event means any of the following:

- a. Your employment with your Employer terminates.
  - b. Your employment with your Employer terminates due to termination of the Group Policy because the Policyholder or your Employer goes out of business.
2. To be eligible, you must satisfy all of the following requirements:
    - a. On the date of your Portable Event, 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.
    - b. On the date of your Portable Event, you are under age 80.

- c. On the date of your Portable Event, you 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 you were insured under the Prior Plan.
- d. You must apply in Writing and pay the first premium directly to us within 60 days after the date of your Portable Event. 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**

You may be eligible to buy the amount of your Insurance that is ending subject to the minimum and maximum amounts of Insurance eligible for portability as 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 Portable Event.

**C. When Portable Insurance Becomes Effective**

If you apply within 60 days after the date of your Portable Event, and are otherwise eligible, then Portable group insurance will become effective on the date after your Portable Event.

**D. Death During The Portable Event Period**

If death occurs within 60 days after the date of your Portable Event, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date of your Portable Event, and not the terms of the Group Life Portability Insurance Policy. If an Accidental Death And Dismemberment Loss occurs within 60 days after the date of your Portable Event, Accidental Death And Dismemberment benefits will be paid according to the AD&D Benefit Amount in effect under the Group Policy on the day before your Portable Event, not to exceed the maximum Portability amount as shown in the Coverage Features, provided you meet the requirements as stated in item 2 above. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your Portable Event.

If you apply for portable group insurance, and death occurs during the Portable Event Period, and if you name a Beneficiary in your application that is different from the last Beneficiary you named under the Group Policy, then it will be considered a change of Beneficiary to the person named in the application. The change will take effect on the date of the application.

LI.TGP.OT.1X

**WAIVER OF PREMIUM**

**A. Waiver Of Premium Benefit**

Subject to When Waiver Of Premium Ends below, payment of premium for your Insurance will be waived while you are Totally Disabled if all of the following requirements are met:

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

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 that is available at one or more locations in the national economy 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.
4. Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

C. Premium Payment

Premium payment must continue until the later of:

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

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

You may be eligible to buy an individual policy of life insurance if your Insurance under the Group Policy ends due to termination of your employment with your Employer during the Waiting Period. See **Right To Convert**.

If you exercise your **Right To Convert** during the Waiting Period, you will not be eligible for **Waiver Of Premium** unless you first surrender to us the converted individual policy of life insurance. The premiums paid for the converted individual policy of life insurance will be refunded. In no event will we pay a benefit for Insurance under both the Group Policy and the individual policy of life insurance purchased under **Right To Convert**.

D. 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. If you become Totally Disabled, 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 Death Benefit, Insurance will be reduced according to the **Accelerated Death Benefit** provision. Insurance will be terminated according to the Group Policy provisions in effect on the day before you receive the Accelerated Death Benefit.

E. 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 and Insurance will be payable according to the terms of the Group Policy.

F. 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.

G. 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.
5. The date you reach age Social Security Normal Retirement Age (SSNRA).

Social Security Normal Retirement Age (SSNRA) means your normal retirement age, as of the date of your Total Disability, under the Federal Social Security Act, as amended.

#### H. Notice Of Right To Convert

If Insurance continued under **Waiver Of Premium** ends or is reduced, you may be eligible to buy an individual policy of life insurance under **Right To Convert**.

LI.WP.OT.1

## ACCELERATED DEATH BENEFIT

#### A. Accelerated Death 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 Death Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

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

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

#### B. Application For Accelerated Death Benefit

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

#### C. Amount Of Accelerated Death Benefit

You may receive an Accelerated Death Benefit of up to 80% of your Life Insurance. The maximum Accelerated Death Benefit is \$500,000. The minimum Accelerated Death 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 Death Benefit, your Accelerated Death Benefit will be based on the reduced amount.

The Accelerated Death 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 Death 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 Death Benefit will be the amount of your Insurance as if no Accelerated Death Benefit had been paid; minus the amount of the Accelerated Death Benefit.

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

#### E. Payment Of Premium

If you qualify for Waiver Of Premium, no premium payment is required. Otherwise premiums will be based on the amount of your Insurance in effect before payment of the Accelerated Death Benefit and

premium payment must be continued based on the full amount of your Insurance after the payment of the Accelerated Death Benefit.

#### F. Exclusions

No Accelerated Death Benefit will be paid if any of the following apply:

1. All or part of your Insurance must be paid to your child, 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 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 Death Benefit.
5. You are required by a government agency to use the Accelerated Death Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Death Benefit under the Group Policy.

#### G. Definitions For Accelerated Death Benefit

Insurance means your insurance under the Group Policy identified in the Other Provisions section of the **Coverage Features** as eligible for the Accelerated Death Benefit.

You and your mean the Member.

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## RIGHT TO CONVERT

#### A. Right To Convert

You and your Dependents may buy an individual policy of life insurance without Evidence Of Insurability if all of the following requirements are met:

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

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

#### B. Definitions For Right To Convert

1. Conversion Period means the 60-day period after the date of any Qualifying Event.
2. Insurance means your Life Insurance and your Dependent Life Insurance under the Group Policy, excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your or your Dependents' Insurance for any reason except:
  - a. The Member's failure to make a required premium contribution.
  - b. Payment of an Accelerated Death Benefit.

#### C. Limits On Right To Convert

If your or your Dependents' Insurance ends or is reduced because of termination or amendment of the Group Policy, the following will apply.

1. You and your Dependents may not convert Insurance which has been in effect for less than 5 years.
2. The maximum amount that may be converted is the lesser of:
  - a. The amount of Insurance which ended, minus any other group life insurance for which you and your Dependents become eligible during the Conversion Period.
  - b. \$2,000.

D. The Individual Policy

You and your Dependents may select an individual whole life insurance policy we issue to persons of your or your Dependents age, except:

1. A policy with disability, accidental death, or other additional benefits.
2. A policy in an amount less than the minimum amount we issue.

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 or your Dependents die during the Conversion Period, we will pay a death benefit equal to the maximum amount you or your Dependents had a Right To Convert, whether or not you or your Dependents applied for an individual policy. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your or your Dependent's Qualifying Event.

If you or your Spouse apply for an individual policy of life insurance, and death occurs during the Right To Convert Period, and if you or your Spouse name a Beneficiary in your or your Spouse's application that is different from the last Beneficiary you or your Spouse named under the Group Policy, then it will be considered a change of Beneficiary to the person named in the application. The change will take effect on the date of the application.

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## 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.

For **Waiver Of Premium** and **Accelerated Death Benefit**, the letter should include the character and the extent of the occurrence or loss which are being claimed, as required in item C. Proof Of Loss. Subject to the time period in item B. Time Limits On Filing Proof Of Loss, such letter will constitute notice.

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 the 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 is not given within 90 days, benefits payable for coma will end.

If Proof Of Loss is filled 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.

### 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 30 days after Proof Of Loss is satisfied.

Interest, if applicable, will accrue 30 days from the latest of the dates shown above, continuing up to the date of payment.

Payment made in good faith shall discharge us of liability to the extent of such payment.

### 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 **Waiver Of Premium** 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 the following:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
4. A description of any additional information needed to support the claim.
5. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

6. 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 the following:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
4. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

LI.CL.TN.1

## 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 named. Benefits payable because of coma or brain damage 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 or coma or brain damage will be paid to the person who suffers the Loss for which the 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. Spouse and Child Life Insurance Benefits.
  - b. Accelerated Death Benefit.
4. Spouse and Child Life Insurance Benefits payable to you because of the death of your Dependent which were 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 will be paid to your surviving Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually 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.

The Adaptive Home And Vehicle Benefit will be paid to the person who incurs the accommodation expenses.

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

Beneficiary means a person you name to receive your 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 provided otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

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

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

Your designation must meet all of the following requirements:

1. You must name or change Beneficiaries in Writing. Writing includes a form Signed by you or a verification from us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent of an electronic or telephonic designation made by you.
2. Must be dated.
3. Must be delivered to us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent, during your lifetime.
4. Must relate to the insurance provided under the Group Policy.

Your designation will take effect on the date it is received by us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent.

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

C. Simultaneous Death Provision

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

D. No Surviving Beneficiary

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

1. Your spouse/Spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Method Of Payment

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

1. Lump Sum

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

2. Standard Secure Access Checking Account

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

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%.
- b. Is owned by the Recipient.
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient.

d. Is fully guaranteed by us.

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

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## **RIGHT TO RECOVERY**

If benefits have been overpaid on any claim then full reimbursement to us is required within 60 days of notification to you, your Beneficiary or your estate. If reimbursement is not made then we have the right to do any of the following:

1. Reduce future benefits until full reimbursement is made.
2. Recover such overpayments from you, your Beneficiary or your estate.

Such reimbursement is required whether the overpayment is due to fraud, our error in processing a claim or any other reason.

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## **CLAIMANT COOPERATION**

If you or your Beneficiary fails to cooperate with us in the administration of your claim, we may close or deny the claim. Such cooperation includes, but is not limited to, providing any information or documentation needed to determine if benefits are payable or the actual benefit amount due.

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## **AGENCY AND RELEASE**

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and Employer are liable for their own negligent, intentional or wrongful acts or omissions, and those of any insurance broker/agent or administrator acting for or on behalf of either of them, arising from or connected with the administration of the Group Policy.

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## **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than five years after the adverse decision date.

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## **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 all of the following requirements are met:

1. The insurance would not have been approved for you, your Spouse or your Child if we had known the truth.
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 your, your Spouse's or your Child's insurance has been in effect for two years during the lifetime of the insured, your Spouse or your Child.

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## CLERICAL ERROR, MISSTATEMENT AND AGENCY

### A. Clerical Error And Agency

Clerical error by us, 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.
3. Continue insurance under the Group Policy otherwise validly terminated.

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

### B. 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.
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

### C. Misstatement Of Tobacco Use

If a person's death was caused or contributed to by Tobacco use and Tobacco use was misstated, we have the rights in 1 and 2 below.

1. The right to rescind that person's insurance subject to **Incontestability Provisions**. We will return the premium paid for that person's insurance.
2. The right to make an equitable adjustment of benefits. The adjustment will be based on the amount of insurance based on the correct tobacco use status.

Tobacco means electronic cigarettes and any tobacco product including cigarettes, cigars, chewing tobacco, snuff, and pipe tobacco used four or more times a week within the past six months.

LI.CE.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. 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.

Child means:

1. Your child from live birth through age 25.
2. Your disabled child who is 26 years of age or older, is your qualifying child as defined by the Internal Revenue Service for whom you or your Spouse claims as a dependent on Federal Income Taxes filed for the preceding calendar year and meets one of the following requirements:
  - a. Has been insured continuously under the Group Policy prior to reaching age 26.
  - b. Who is 26 years of age or older at the time of your initial eligibility under the Group Policy.
3. Child includes any of the following, if they otherwise meet the definition of Child:
  - a. Your adopted child.
  - b. Your stepchild if living in your home.

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

Dependent means your Spouse or Child.

Dependent Life Insurance means Dependent Life Insurance For Your Spouse and/or Dependent Life Insurance For Your Child, if any, under the Group Policy. It may also be referred to as Spouse Life Insurance Benefit and/or Child Life Insurance Benefit as applicable.

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

Employer means an employer for which coverage under the Group Policy is approved in Writing by us. See **Coverage Features**.

Evidence Of Insurability means an applicant must do all of the following:

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.
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means this group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group life insurance Certificates with the same Group Policy Number, and any amendments to the Group Policy or Certificates.

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

Injury means an injury to the body.

Life Insurance means life insurance under the Group Policy.

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

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

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.

Signed means any symbol or method executed or adopted by you with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

Spouse means:

1. A person to whom you are legally married; 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 the 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 legally separated.

Writing or Written means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

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