Revised January 1, 2016

# Life and Accidental Death & Dismemberment Insurance Program

(No Cash or Paid Up Values)



HCA 50-126 (09/15)

NOTE: IF YOU RECEIVE PAYMENT OF ACCELERATED BENEFITS, YOU MAY LOSE YOUR RIGHT TO RECEIVE CERTAIN PUBLIC FUNDS, SUCH AS MEDICARE, MEDICAID, SOCIAL SECURITY, SUPPLEMENTAL SECURITY, SUPPLEMENTAL SECURITY INCOME (SSI), AND POSSIBLY OTHERS. ALSO, RECEIVING ACCELERATED BENEFITS MAY HAVE TAX CONSEQUENCES FOR YOU. RELIASTAR LIFE CANNOT GIVE YOU ADVICE ABOUT THIS. YOU MAY WISH TO OBTAIN ADVICE FROM A TAX PROFESSIONAL OR AN ATTORNEY BEFORE YOU DECIDE TO RECEIVE ACCELERATED BENEFITS.

THE ACCELERATED LIFE BENEFIT DOES NOT AND IS NOT INTENDED TO QUALIFY AS LONG-TERM CARE UNDER WASHINGTON STATE LAW. WASHINGTON STATE LAW PREVENTS THE ACCELERATED LIFE BENEFIT FROM BEING MARKETED OR SOLD AS LONG-TERM CARE.

# SAVE THIS BOOK FOR FUTURE REFERENCE

Please read this booklet carefully before you select your Life and Accidental Death & Dismemberment (AD&D) Insurance options. This booklet is not a contract. It contains your Certificate of Insurance and a summarized explanation of the Life and AD&D Insurance coverage sponsored by the Public Employees Benefits Board (PEBB) for eligible employees. The benefits are subject to the terms, conditions, and limitations of the insurance contract between ReliaStar Life Insurance Company and the Washington State Health Care Authority. Benefits available are based solely on the contract.

These Life and AD&D Insurance benefits are underwritten by the ReliaStar Life Insurance Company and this booklet is printed at their expense. If you have questions about eligibility or enrollment, contact your personnel, payroll, or benefits office.

All newly eligible employees are required to complete a *Life and AD&D Insurance Enrollment/Change Form* and return it to their personnel, payroll, or benefits office. Employees must return the completed *Life and AD&D Insurance Enrollment/Change Form* no later than 60 days from the date they become eligible for PEBB benefits to enroll in coverage up to the guaranteed issue amount. If applying for amounts above guaranteed issue or after the initial 60-day enrollment period, employees must submit evidence of insurability (proof of good health) for approval from the carrier.

For detailed information on PEBB eligibility, enrollment, and procedural requirements, you may contact your personnel, payroll, or benefits office.

For questions about life insurance claims, contact your personnel, payroll, or benefits office, or ReliaStar Life Insurance Company at 20 Washington Avenue South, Mail Stop 4-N, Minneapolis, MN 55440-0020, 1-866-689-6990.

To obtain this document in another format (such as Braille or audio), call PEBB Customer Service at 1-800-200-1004. TTY users may call through the Washington Relay service by dialing 711.

### Policy Number 12373-1 GAT V

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# **Certificate of Coverage**

ReliaStar Life Insurance Company certifies that the Group Policy indicated below has been issued to the Policyholder. All benefits are controlled by the terms of the Group Policy.

The Group Policy is on file at the office of the Washington State Health Care Authority (HCA). You may view the Group Policy there.

Policy Number	Policyholder
12373-1 GAT U	Washington State Health Care Authority

This is a Certificate of Insurance issued under, and subject to, the terms, conditions, and provisions of the Group Policy.

The insurance included in this certificate applies only to employees who are eligible and are insured under this program. Dependents' coverage applies only to those who are eligible and insured.

Your beneficiary is your last designation, according to the records on file with your personnel, payroll, or benefits office. You may change your beneficiary at any time by notifying your personnel, payroll, or benefits office, according to the terms of the Group Policy.

This certificate summarizes and explains the parts of the Group Policy that apply to you. When there is a conflict between language appearing in a group master policy and an individual certificate, the language in the certificate will control.

This Certificate replaces any and all insurance certificates that may have been issued previously to you under the Group Policy and is subject to the terms of the Group Policy.

ReliaStar Life Insurance Company

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# **General Policy Information**

Policy Number:	12373-1 GAT U
Type of Insurance Provided:	
Basic Life Insurance – Employee:	Yes
<b>Basic Life Insurance</b> – Spouse/Registered Domestic Partner and Children:	Yes
Supplemental Term Life Insurance – Employee:	Yes
Supplemental Term Life Insurance – Spouse/Registered Domestic Partner:	Yes
Supplemental Term Life Insurance – Children:	No
Supplemental AD&D Insurance – Employee:	Yes
Supplemental AD&D Insurance – Spouse/ Registered Domestic Partner and Children:	Yes
Policyholder:	Washington State Health Care Authority
State Agencies:	Any office, department, board, commission, institution, or other separate unit or division, however designated, of the state government and all personnel thereof. It includes the legislature, executive branch, and agencies or courts within the judicial branch, as well as institutions of higher education and any unit of state government established by law that participates in the Washington State Health Care Authority PEBB Program.
Employers:	Any employer that has been approved in writing by the Policyholder, and participates in, the Washington State Health Care Authority PEBB Program.
Policy Effective Date:	July 1, 1977

# **Becoming Insured**

To become insured for Life Insurance you must:

- 1. Be eligible, apply, and be approved for the insurance.
- 2. Complete your waiting period.
- 3. Meet requirements of the plan.
- 4. Be actively at work.
- 5. Provide Evidence of Insurability (proof of good health) as required in the **Enrollment** section.
- 6. Pay premiums for employee-paid coverage.

# **Schedule of Benefits**

Employees:		
Classification	Amount of Life Insurance (Face Amount)	Principal Sum (AD&D) <sup>1</sup>
Basic Life and AD&D Insurance Employee	\$25,000	\$5,000

Basic Life covers any cause of death.

<sup>1</sup>Exclusions apply to Accidental Death and Dismemberment Insurance. See the **AD&D** section in the **Schedule of Benefits** of this booklet.

Supplemental Term Life	
Employee	Available in increments of \$10,000, not to exceed \$750,000 <sup>2</sup>

Guaranteed Issue Amount Up to \$250,000 (\$100,000 if age 60 or over)<sup>3</sup>

<sup>2</sup>Grandfathered plans in force before January 1, 2012 may have other incremental structures. Changes made after January 1, 2012 must follow current plan design and incremental structure. See the **Miscellaneous Provisions** section of this booklet for additional information.

<sup>3</sup>Only available the first 60 days of becoming newly eligible for coverage

Supplemental Term Life covers any cause of death.

### Supplemental Accidental Death & Dismemberment (AD&D) Insurance<sup>4</sup>

Employee

Available in increments of \$25,000, not to exceed \$250,000

<sup>4</sup>Exclusions apply to Accidental Death and Dismemberment Insurance. See the **AD&D** section in the **Schedule of Benefits** of this booklet.

### **Accelerated Death Benefit**

This benefit is equal to 50% of your amount of Basic and Supplemental Life Insurance in force, or \$100,000, whichever is less. This benefit is available to you and your spouse/registered domestic partner. Each insured individual must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

### **Dependents:**

Classification	Amount of Life Insurance	Principal Sum (AD&D)
Basic Life and AD&D		
Spouse/Registered Domestic Partner	\$2,500	\$0
Child	\$2,500	\$0
Supplemental Term Life Spouse/Registered Domestic Partner	Available in increments of \$5,000, not to exceed 50% of Employee Supplemental Life Insurance coverage in force <sup>1</sup>	
Guaranteed Issue Amount for Spouse/Registered Domestic Partner	Up to \$50,000 <sup>2</sup>	

<sup>1</sup>Grandfathered plans in force prior to January 1, 2012 may have other incremental structures. Changes made after January 1, 2012 must follow current plan design and incremental structure. See the **Miscellaneous Provisions** section of this booklet for additional information.

<sup>2</sup>Only available the first 60 days of becoming newly eligible for coverage.

Basic Life and Supplemental Term Life covers any cause of death.

# Supplemental Accidental Death & Dismemberment (AD&D) Insurance<sup>3</sup>

The principal sum of AD&D coverage for a dependent shall be the appropriate percentage, shown below, of the employee's principal sum of AD&D coverage.

Dependents <b>Spouse/Registered Domestic Partner Only</b> (no dependent children)	Percentage 50% of the Principal Sum
Spouse/Registered Domestic Partner with Dependent Children Spouse/Registered Domestic Partner	40% of the Principal Sum
Each dependent child	5% of the Principal Sum
<b>Children Only</b> (no Spouse/Registered Domestic Partner) Each dependent child	10% of the Principal Sum
<sup>3</sup> Exclusions apply to Accidental Death and Dismemberment Insurance <b>Schedule of Benefits</b> of this booklet.	e. See the <b>AD&amp;D</b> section in the

### Accidental Death & Dismemberment (AD&D) Insurance

ReliaStar Life pays this benefit if you suffer a covered loss due to a covered accident. All of the following conditions must be met:

- You are covered for AD&D Insurance on the date of the accident.
- Loss occurs within 365 days of the date of the accident.
- The cause of the loss is not excluded.

ReliaStar Life pays the benefit shown below if you suffer any of the losses listed. The Principal Sum is shown on the Schedule of Benefits. ReliaStar Life pays only one Principal Sum while the Group Policy is in effect. If you have a loss for which ReliaStar Life paid ½ of the Principal Sum, ReliaStar Life pays no more than ½ of the Principal Sum for the next loss.

When ReliaStar Life receives notice and satisfactory proof that any individual insured under Basic or Supplemental Accidental Death & Dismemberment Insurance has sustained any loss shown in the Schedule of Indemnities as a direct result of accidental bodily injuries and within 365 days of such injury, ReliaStar Life will pay the amount specified for such loss in the Schedule of Indemnities, subject to the terms of the Group Policy.

Accidental Death & Dismemberment Insurance under the Group Policy is not in lieu of workers compensation; therefore if an employee died from a work related accident, the workers' compensation insurance benefit may still be payable.

No life insurance is provided under Supplemental Accidental Death & Dismemberment Insurance, except as specified for accidents.

### **Schedule of Indemnities**

Benefit for loss of:	
Life	The Principal Sum
Both hands, both arms, both feet, both legs, or sight of both eyes	The Principal Sum
One hand and one foot or one arm and one leg	The Principal Sum
Either hand, arm, foot, or leg and sight of one eye	The Principal Sum
Either hand, arm, foot, or leg	One-Half The Principal Sum
Sight of one eye	One-Half The Principal Sum

Loss shall mean, with regard to hands and feet, actual severance through or above the wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

### **Accidental Death & Dismemberment Exclusions**

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Any insurrection, war, or act of war. War includes declared or undeclared war, whether civil or international, and any substantial armed conflict with organized forces of a military nature.
- Suicide or injuries intentionally inflicted by the insured individual, while sane or insane.
- Committing or attempting to commit a criminal assault or felony, or participating in a violent disorder.
- Stroke, coronary occlusion, or rupture; any self-administered drug not prescribed by a physician for illness or injury; an intentionally self-administered poison or other chemical compound; bodily or mental infirmity; sickness, disease, or infection existing at the time of the accident; or medical or surgical treatment for any of the situations mentioned.
- With respect to Supplemental Accidental Death & Dismemberment Insurance only, travel or flight in or descent from any kind of aircraft, as a pilot or crew member.

# Eligibility

Employers providing PEBB coverage to its employees must follow eligibility criteria established by the Policyholder. Your employing agency will determine whether you are eligible for benefits upon employment or change in status. You may request eligibility information from your personnel, payroll, or benefits office.

Coverage begins on the later of the following dates:

- The Group Policy's effective date of coverage.
- The first day of the month following the date an employee becomes eligible. If the employee becomes eligible on the first working day of a month, then insurance coverage begins on that date.

You must meet the conditions under the **Becoming Insured** section of this booklet.

# **Effective Date of Coverage**

### **Employer-Provided Basic Life**

Your insurance begins on the latest of the following dates:

- The first day of the month following the date you become eligible; or
- If you become eligible on the first working day of a month, then insurance coverage begins on that day; or
- The first day of the month following the date you complete your Employer Group's waiting period; or
- The date you return to active work if you are not actively at work on the date insurance would otherwise start.

# **Employee-Paid Life**

Your insurance begins on the latest of the following dates:

- The first day of the month following the signature date on the Life Insurance Enrollment/Change form for amounts up to the guaranteed issue amount (as described in the **Schedule of Benefits** section of this certificate) when you submit your Life Insurance Enrollment/Change form to your employer no later than 60 days after your eligibility date.
- The first day of the month following the date ReliaStar Life approves your evidence of insurability, if required.
- Coverage begins on the first of the month following the signature date on the Life Insurance Enrollment/Change form, if you enroll in supplemental AD&D or dependent Basic Life after your initial eligibility period.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start.
- The first of the month following the signature date on the Life Insurance Enrollment/Change form based on your request for a decrease in coverage.

# **Actively at Work Provision**

If you are not at work on the date coverage would become effective as described above, the insurance will become effective the first of the month following the date you return to active work. The effective date of changes in insurance or purchase of additional insurance (including insurance for a new dependent) will also be delayed until you return to active work. **Exception:** If the date your insurance would otherwise become effective falls on a non-working day, such insurance shall nevertheless become effective if you were actively at work on the last preceding work day, provided that you would have been able to work had the effective date been a work day.

# Enrollment

### How to Enroll

To enroll or change your coverage, the required Life and AD&D Insurance Enrollment/Change form must be received by your personnel, payroll, or benefits office no later than 60 days after the date you become eligible for coverage, or 31 days if regaining eligibility from events described in the **Continuing Life Insurance on a Self-Pay Basis** section. For further information about enrollment, contact your personnel, payroll, or benefits office.

- If you are required to provide evidence of insurability (proof of good health), you must complete an Evidence of Insurability form and submit it to ReliaStar Life for approval.
  - You must enroll in Basic Life coverage no later than 60 days after your initial eligibility date. If you do not submit the enrollment/change form, your employer will enroll you in Basic Life Insurance as described in the Schedule of Benefits.
- You may enroll in Supplemental Life insurance up to the guaranteed issue amount without providing evidence of insurability as long as your employer receives the Life Insurance Enrollment/Change form no later than 60 days after your initial eligibility date.
- You may apply for Supplemental Life insurance for you and your spouse/registered domestic partner and Basic Life insurance for your spouse/registered domestic partner at any time. If you apply for coverage after your 60-day initial enrollment period, or request amounts greater than the guaranteed issue amount, you are required to submit an Evidence of Insurability form to ReliaStar Life for approval.
- You may enroll in Supplement AD&D insurance for you, your spouse/registered domestic partner, and your children at any time without providing evidence of insurability.
- You may enroll in Basic Life insurance for your children at any time without providing evidence of insurability.
- You must pay premiums for employee-paid coverage.

**Note:** You must be enrolled in coverage to enroll your dependents in coverage. Coverage limits are described in the **Schedule of Benefits** section of this booklet.

# **Evidence of Insurability**

Evidence of insurability (proof of good health) is required for amounts in excess of the limits described below. For evidence of insurability, you must complete and submit an Evidence of Insurability form to ReliaStar Life for approval:

- After your initial 60-day eligibility period. If you apply for Employee Supplemental Life, Spouse/Registered Domestic Partner Basic Life Insurance, or Spouse/Registered Domestic Partner Supplemental Life Insurance more than 60 days after your date of eligibility, or later than 60 days after the eligibility date for a new Spouse/Registered Domestic Partner, you must submit an Evidence of Insurability form to ReliaStar Life; and
- Amounts greater than the guaranteed issue amount. The guaranteed issue amount is \$250,000 (\$100,000 if you are age 60 or older) for Employee Supplemental Life insurance and \$50,000 for Spouse/Registered Domestic Partner Supplemental Life insurance.

If a medical examination is required, it will be paid for by ReliaStar Life.

Evidence of insurability is not required for coverage described below:

- 1. Employee Basic Life Insurance; and
- 2. Dependent Basic Life Insurance when you enroll no later than the first 60 days after becoming eligible for coverage; and
- 3. Employee and spouse/registered domestic partner Supplemental Life Insurance up to the guaranteed issue amount when you enroll no later than the first 60 days after becoming eligible for coverage; and
- 4. Basic Dependent Life Insurance and Supplemental AD&D Insurance for children; and
- 5. Supplemental Accidental Death and Dismemberment (AD&D) Insurance.

# **Beneficiary Designation and Payment of Proceeds**

### Naming a Beneficiary

Beneficiary means a person you name to receive the proceeds to be paid at the time of your death. You may name more than one beneficiary. The Policyholder cannot be the beneficiary.

You must name, add, or change beneficiaries by written request as described below. You may name or change beneficiaries at any time without the consent of a beneficiary. You may also choose to name a beneficiary that you cannot change without his or her consent. This is an irrevocable beneficiary. Your designation will take effect on the date it is delivered to your Employer.

You may name, add, or change beneficiaries by written request if all of the following conditions are met:

- Your designation must be dated;
- Your designation must be delivered to your Employer during your lifetime;
- Your coverage is in force;
- Your designation must relate to the insurance provided under the Group Policy;
- Your Employer has written consent of all irrevocable beneficiaries; and
- You have not assigned the ownership of your insurance. The rights of an assignee are described in the **Assignment** section.

You may change your beneficiary at any time by completing a Beneficiary Designation form and returning it to your personnel, payroll, or benefits office, according to terms of the Group Policy. Be sure to update your beneficiary in the event of dissolution of marriage or registered domestic partnership.

### **Payment of Proceeds**

Payment of any insurance under this plan shall be made to the employee if living. You are the beneficiary for dependent Life Insurance and dependent Accidental Death & Dismemberment Insurance if you are enrolled for those coverages and are living.

ReliaStar Life pays proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date ReliaStar Life receives proof of your death.
- The 10th day after your death.

If there is no eligible beneficiary or if you did not name one, ReliaStar Life pays the proceeds in the following order:

- Your Spouse/Registered Domestic Partner.
- Your natural and adopted children.
- Your parents.
- Your estate.

The person must be living on the 10th day after your death.

ReliaStar Life may, in lieu of payment to your executors or administrators, pay up to \$1,000 of the insurance to any employee's relative by blood or connection by marriage or domestic partnership appearing to ReliaStar Life to be equitably entitled to such payment.

If your beneficiary is a minor (under age 18), benefits may be paid to the child's court-appointed legal guardian or proceeds may be held in an interest-bearing account by ReliaStar Life. The payment method is determined by the legal guardian.

# Life Insurance Provisions

### **Accelerated Death Benefit**

# NOTE: YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS BEFORE YOU DECIDE TO RECEIVE ACCELERATED BENEFITS.

ReliaStar Life pays this benefit if it has been determined that you or your insured spouse/registered domestic partner have a terminal condition. Accelerated Death Benefit proceeds is the amount ReliaStar Life pays to you or your legal representative while you are living when it has been determined that you have a terminal condition. The Accelerated Death Benefit proceeds are paid in one lump sum and are paid only once. This lump sum payout is the only settlement option available to you prior to your death.

This benefit is equal to 50% of the face value of your Basic and Supplemental Life Insurance in force, or \$100,000, whichever is less. This benefit is available to you and your spouse/registered domestic partner. Each insured individual must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

A terminal condition is defined as an injury or sickness that is expected to result in an insured individual's death within 24 months and from which there is no reasonable chance of recovery.

The Accelerated Death Benefit is based on the amount of Life Insurance coverage in effect on the date you apply for the Accelerated Death Benefit proceeds. You will not be able to increase Supplemental Life Insurance amounts after applying for the Accelerated Death Benefit proceeds, unless you are determined to be ineligible to receive the Accelerated Death Benefit proceeds.

To receive the Accelerated Death Benefit proceeds, all of the following conditions must be met. You must:

- 1. Request this benefit in writing while you are living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- 2. Be insured as an employee or spouse/registered domestic partner for Life Insurance benefits.
- 3. Have Life Insurance benefits of at least \$10,000 as shown on the Schedule of Benefits.
- 4. Provide to ReliaStar Life a doctor's statement that gives the diagnosis of your medical condition, and states that because of the nature and severity of such condition, life expectancy is no more than 24 months. ReliaStar Life may require that you be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam. If the second doctor's opinion is in conflict with the first opinion, and cannot be resolved, you have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either ReliaStar Life or you.
- 5. Provide to ReliaStar Life written consent from any irrevocable beneficiary; assignee; and, in community property states, your Spouse/Registered Domestic Partner.
- 6. Not have notified ReliaStar Life in writing that you are waiving this benefit. Your decision to waive this benefit may not be revoked or changed.

### **Benefit Payment**

ReliaStar Life pays Accelerated Death Benefits to the employee unless both of the following are true:

- 1. It is shown, to the satisfaction of ReliaStar Life, that the employee is physically and mentally incapable of receiving and cashing the lump sum payment.
- 2. A representative appointed by the courts to act on behalf of the employee makes a claim for the payment.

If ReliaStar Life does not pay the employee because the two above conditions apply, payments instead will be made to:

- 1. An individual who is responsible for you, or
- 2. An institution that is responsible for you, or
- 3. Any other person ReliaStar Life considers entitled to receive the payments as a trustee for you.

### **Accelerated Death Benefit Exclusions**

ReliaStar Life does not pay benefits for a terminal condition if the required Life Insurance premium is due and unpaid.

### **Effects on Coverage**

When ReliaStar Life pays this benefit, your coverage is affected in the following ways:

- 1. Your total available Life Insurance benefit equals the amount of Basic and Supplemental Life Insurance in effect at the time you apply for the Accelerated Death Benefit.
- 2. Your total available Life Insurance benefit is reduced by the amount of Accelerated Death Benefit paid under this provision.
- 3. Your Life Insurance benefit amount that may be continued under the Portability provision or converted is reduced by the Accelerated Death Benefit proceeds paid.
- 4. You will not be able to increase any Supplemental Life Insurance coverage after ReliaStar Life approves you to receive the Accelerated Death Benefit.
- 5. Your premium is based upon the Life Insurance benefit amount in force after any proceeds paid under this Accelerated Death Benefit provision. Such premium must be paid, unless waived, to keep Life Insurance coverage in force.
- 6. The remaining Life Insurance Benefit is subject to future age reductions (if any).
- 7. You will not be able to reinstate coverage to its full amount in the event of recovery from a terminal condition.
- 8. Your dependent Life Insurance coverage will not be affected by Accelerated Death Benefit proceeds paid because of your terminal illness, provided all required premiums are paid.
- Your receipt of Accelerated Death Benefit proceeds does not affect any Accidental Death & Dismemberment Insurance. Thus, if you should die in a covered accident after receiving Accelerated Death Benefits, the accidental death benefit will be based on the AD&D Principal Sum in force on the date of the accident.

# Waiver of Premium for Disability

ReliaStar Life waives your employee and dependent Basic Life and Supplemental Life Insurance premium that becomes due while you are totally disabled. The premium will be waived if you satisfy certain conditions. When ReliaStar Life waives a premium, the amount of Life Insurance equals the amount that would have been provided if you had not become totally disabled. That amount will reduce or stop according to the Schedule of Benefits in effect on the date total disability begins.

If you die during the six-month waiting period after you become totally disabled and apply for a waiver of premium for disability, ReliaStar Life will waive retroactively any premiums and refund up to six months of paid premiums if the death claim is approved and paid.

# Conditions, Notice, and Proof of Total Disability

ReliaStar Life requires written notice of claim and proof of total disability to waive your premium. All of the following conditions must also be met:

- Total disability must begin before your 60th birthday.
- You are insured for the Waiver of Life Insurance Premium Disability Benefit on the date you become totally disabled.
- You continue to be totally disabled.
- Your insurance is in force when you suffer the sickness or accidental injury causing the total disability.
- All premiums are paid up to the date the Waiver of Premium is approved by ReliaStar Life.

ReliaStar Life needs a written notice of claim before it waives any premium. This notice must be received as follows:

- While you are living;
- While you are totally disabled; and
- Within 12 months from the date total disability begins. If you cannot give ReliaStar Life notice within 12 months, your claim is still valid if you show you gave ReliaStar Life notice as soon as reasonably possible.

ReliaStar Life needs proof of your total disability before any premiums can be waived. ReliaStar Life may require you to have a physical exam by a doctor it chooses. ReliaStar Life pays for that exam. ReliaStar Life can only require one exam a year after premiums have been waived for 2 full years.

When ReliaStar Life approves your proof of total disability, premiums are waived as of the date you became totally disabled. ReliaStar Life refunds, to the Policyholder, any premium paid for a period during which you were totally disabled. It is the Policyholder's responsibility to refund you for premiums you paid.

The amount of the life insurance payout under the Waiver of Premium benefit is based on your age at the time of death and will be provided as follows:

Employee	
Basic Life	
Under age 65	The face value of your life insurance on the day total disability began.
Age 65 - 69	\$3,500
Age 70 and over	\$3,000
Supplemental Life Insurance All insured employees	The face amount of life insurance on the day total disability
	began.
Dependents	
Basic Life and Supplemental Life Insurance Any age	All dependents who were insured on your policy at the time the employee was approved for the Waiver of Premium benefit. The face value of dependent life insurance on the day total disability began.

Coverage for dependents will automatically terminate as specified in the **Termination of Dependent Coverage** section.

Accidental Death & Dismemberment (AD&D) Insurance ends on the date your Life Insurance premiums are waived due to total disability. "Total disability" means your complete inability, because of sickness or accidental injury, to work at any occupation suited to your education, training, or experience.

### Waiver of Premium for Dependents

ReliaStar Life will waive payment of premiums for your dependent life insurance when your life insurance remains in force without payment of premiums as a result of your disability.

### **Termination of Waiver of Premium**

ReliaStar Life stops waiving premiums on the earliest of the following dates:

- The date you are no longer totally disabled
- The date you do not give ReliaStar Life proof of total disability when required.

If ReliaStar Life stops waiving your premiums, your Life Insurance will stay in force only if all of the following conditions are met:

- The Life Insurance under the Group Policy is still in force.
- You are eligible for insurance coverage as an employee under the Group Policy.
- Your premium payments are resumed.

The amount of Life Insurance that stays in force will be the amount shown on the Schedule of Benefits in effect on the date your premium payments are resumed.

## Converting to an Individual Policy after Waiver of Premium

You will not be eligible to continue insurance under the portability option when ReliaStar Life stops waiving your premiums; however, you may buy an individual policy directly through ReliaStar Life under the Conversion right of the Group Policy.

If you buy an individual policy under the Conversion right of the Group Policy during the first year of your total disability, your Life Insurance may be restored. ReliaStar Life will cancel the individual policy as of its issue date if within 12 months of the date you become totally disabled if you:

- File a claim under this provision and ReliaStar Life approves it; and
- Surrender the individual policy without claim, except for refund of premiums.

When ReliaStar Life cancels your individual policy, ReliaStar Life:

- Refunds all premiums paid for the individual policy.
- Restores your Life Insurance under the Group Policy.
- Retains the beneficiary named under the individual policy as beneficiary under the Group Policy, unless you ask ReliaStar Life to change the beneficiary in writing.

# **Termination of Employee Coverage**

Your employee life insurance coverage under the Group Policy will terminate on the earliest of the following dates:

- 1. For employees in pay status. Coverage will terminate the earliest of the last day of the month in which:
  - a. The employee is no longer eligible for insurance coverage under the Group Policy; or
  - b. The employee is eligible for the employer contribution; or
  - c. The employee premiums were withheld; or
  - d. Your approved leave under the Family and Medical Leave Act ends; or
  - e. You are approved for Waiver of Premium due to total disability by ReliaStar Life; or
  - f. The date the Group Policy terminates; or
  - g. The date the Policyholder replaces the Life Insurance under this plan with a similar life insurance plan through another insurance carrier, if you are actively at work for the Policyholder on that date; or
  - h. You begin full-time service of the military (land, sea, or air) forces of any country; or
  - i. For ported Life Insurance, the date you attain age 70; or
  - j. For AD&D Insurance, the date your Life Insurance terminates or the date your Life Insurance premiums are waived due to total disability. AD&D Insurance stops at the beginning of the period in which you are eligible to convert your Life Insurance; or
  - k. For Accelerated Death Benefit, the date your Life Insurance terminates. For coverage not ported, the Accelerated Death Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- 2. For members not in pay status. Coverage will terminate the later of the last day of the month in which:
  - a. Employment is terminated; or
  - b. The employee is eligible for the employer contribution; or
  - c. Employee premiums were withheld; or
  - d. The date the Group Policy terminates; or
  - e. For ported Life Insurance, the date you attain age 70; or
  - f. For AD&D Insurance, the date your Life Insurance terminates or the date your Life Insurance premiums are waived due to total disability. AD&D Insurance stops at the beginning of the period in which you are eligible to convert your Life Insurance; or
  - g. For Accelerated Death Benefit, the date your Life Insurance terminates. For coverage not ported, the Accelerated Death Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- 3. For members ceasing active work. If you cease active work directly or indirectly because of a strike, lockout, or other labor dispute which results in suspension or termination of your compensation, you have the right to continue such Life Insurance by paying the entire premium directly to the Policyholder, Washington State Health Care Authority (HCA). If you elect to pay the entire premium for this continued insurance, termination of such continued insurance shall occur on the earlier of
  - a. The last day of the calendar month for which you made a premium payment; or
  - b. Your return to active work; or
  - c. The last day of the sixth calendar month following the date of suspension or termination of compensation by your employer; or
  - d. The date the Group Policy ends.

**NOTE:** If an employee reverts for reasons other than a layoff and is not eligible for the employer contribution toward insurance coverage, the employee may continue life insurance by self-paying the premiums for a maximum of 18 months.

# **Termination of Dependent Coverage**

Your dependent life insurance coverage under the Group Policy terminates on the earliest of the following:

- a. For dependent life insurance, the last day of the fifth month after you die, if your dependents elect to continue coverage and pay the premiums.
- b. For dependent life insurance, the date your Life Insurance terminates due to any cause other than death.
- c. For dependent's AD&D insurance, the date your Accidental Death & Dismemberment Insurance terminates.
- d. The last day of the month in which your dependent begins full-time service in the military (land, sea, or air) forces of any country.
- e. The end of the period for which you made your last premium contribution for Dependent Basic or Dependent AD&D Insurance if you do not make the next required contribution when due.
- f. The date the Dependent's Insurance part of the Group Policy terminates.
- g. The date the Group Policy terminates.
- h. The last day of the month your child ceases to be eligible as a dependent.
- i. The last day of the month your disabled child age 26 or older becomes self-supporting.
- j. For Spouse/Registered Domestic Partner, the date you are divorced or your registered domestic partnership is dissolved.
- k. For children, the date a stepchild or child of a domestic partner loses eligibility due to the employee's legal relationship with the spouse or domestic partner ending due to divorce, annulment, dissolution, termination, or death.
- I. The date your dependent's life insurance is converted.
- m. For Dependent AD&D Insurance, the date your dependent's life insurance terminates. For coverage not ported, your dependent's AD&D insurance stops at the beginning of the period in which your dependent's life insurance is eligible for conversion.
- n. The last day of the month in which premium is paid to ReliaStar Life by the Policyholder, Washington State Health Care Authority (HCA) for your dependent insurance.

**Note:** See **Conversion of Life Insurance** section. In some circumstances, employees and their insured dependents may be entitled to benefits if death occurs within the 31-day period (60 days for retirees and their dependents) following termination of insurance.

# **Continuing Life Insurance on a Self-Pay Basis**

If the employer contribution to life insurance ends due to an event described in 1 through 6 below, you may continue insurance coverage by self-paying the premiums with no contribution from the employer for a maximum of 29 months under the following circumstances:

- 1. You are on authorized leave without pay.
- 2. You are on approved educational leave.
- 3. You are receiving time-loss benefits under workers' compensation.
- 4. Your employment ends due to a layoff.
- 5. You are applying for disability retirement.
- 6. You are called to active duty in the uniformed services as defined under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and you are not using agencyapproved annual or military leave to maintain your eligibility for the employer contribution toward insurance coverage;

If you self-paid for your (and your dependents) life insurance under provisions 1-6 above, you are not required to provide evidence of insurability upon reinstating coverage. Your Basic Life, Basic AD&D, Supplemental Term Life, and Supplemental AD&D coverage (all that apply) will remain the same. Your effective date of coverage will be the first of the month in which you return to work with a minimum of eight hours pay status.

If you did not self-pay for your life insurance under provisions 1-6 above, you must submit an enrollment form and evidence of insurability. Your effective date of coverage for the basic life and basic AD&D life coverage will be the first of the month in which you return to work with a minimum of eight hours pay status. Supplemental coverage will be effective the first of the month following approval from the carrier.

If you are a faculty or benefits-eligible seasonal employee and you are between periods of eligibility, you may continue life insurance by self-paying the premiums with no contribution from the employer for a maximum of 12 months.

If you are awaiting hearing of a dismissal action, you may continue life insurance by self-paying the premiums with no contribution from the employer until the end of the month in which a decision is entered, up to a maximum of 29 months.

# Family and Medical Leave Act of 1993

Employees on approved leave under the federal Family and Medical Leave Act (FMLA) may continue to receive the employer contribution toward insurance coverage in accordance with the federal FMLA. The employee's employing agency determines if the employee is eligible for leave and the duration of the leave under FMLA. The employee must continue to pay the employee premium contribution during this period to maintain eligibility. If the employee's contribution toward premiums is more than 60 days delinguent, insurance coverage will end as of the last day of the month for which a full premium was paid.

If an employee exhausts the period of leave approved under FMLA, insurance coverage may be continued by self-paying the full premium set by the Policyholder, Washington State Health Care Authority, (HCA), with no contribution from the employer while on approved leave. For additional information on continuing life insurance, see section **Continuing Life Insurance on a Self-Pay Basis** section. **Reinstating Coverage When You Return To Work** 

When you return to work, you will need to complete and submit a Life and AD&D Insurance Enrollment/Change Form within 31 days of your return. If you are in one of the following circumstances, your previous level of coverage will be reinstated and you do not have to complete the Life Insurance Evidence of Insurability Form to reinstate your life insurance:

- You were on approved Family and Medical Leave and you return to work no later than the end of the month in which your agency-approved Family and Medical Leave ends.
- You were eligible and self-paid for your life insurance as described in the **Continuing Your Life Insurance Coverage on a Self-Pay Basis** section.

If you were eligible to self-pay premiums for your coverage and you chose not to continue the coverage or paid for a reduced amount of coverage, you will need to complete a *Life and AD&D Insurance Enrollment/Change Form*, provide evidence of insurability, and apply for reinstatement of your prior amounts of coverage.

# Portability of Life Insurance

You can apply to continue your terminated Basic and Supplemental Life Insurance until age 70 if certain conditions are met. You may elect to decrease your coverage continued under the Portability provision; however, you will not be eligible to increase it.

You must apply to continue your coverage under the portability provision within 31 days (60 days if you are retiring) of the date your insurance terminates due to the following:

- You retire or terminate employment with the Policyholder, if coverage is in effect for active employees under the Group Policy.
- The Policyholder terminates Basic and Supplemental Life Insurance for employees under the Group Policy and does not replace it with a similar life insurance plan.
- You are no longer eligible for life insurance under the Group Policy.
- All other continuation under the Group Policy ends.

If your amount of insurance reduces due to age or a change in employment status (other than termination of employment), this is not considered a termination of insurance for purposes of ported coverage. Please refer to the **Conversion of Life Insurance** section for more information about conversion following reductions in coverage.

You can also apply to continue your terminated Basic Dependent and Supplemental Spouse/Registered Domestic Partner Life Insurance at the same time you apply to continue your coverage under the portability provision. Dependent Life Insurance may only be continued if your life insurance is continued. You may elect to decrease dependent coverage continued under the portability provision; however, you will not be eligible to increase it.

Your application to continue your and your dependent's life insurance under the portability provision is subject to approval by ReliaStar Life. If you and your dependents are not approved for portability, you and your insured dependents may still be eligible for conversion as described in the **Conversion of Life Insurance** section.

The Incontestability provision in the **Miscellaneous Provisions** section also applies to coverage continued under the portability provision starting with the effective date of ported coverage and continuing for two years while you (or your insured dependent) are living.

If you continue your and your dependents' life insurance under the portability provision and then later become eligible for employee and dependent life insurance under a Group Policy issued by ReliaStar Life, then your amount of ported coverage will be reduced by your amount of employee and dependent life insurance as an eligible employee. ReliaStar Life will make the necessary adjustments to your ported coverage when it is notified of your change in status; for example, when you notify ReliaStar Life of the change or when a claim is submitted.

### **Coverage Continued Under the Portability Provision**

Only Life Insurance coverage is eligible to be continued under the portability provision. You may apply to continue 100%, 75%, 50%, or 25% of your total amount of Basic and Supplemental Life Insurance coverage under the portability provision. The same elected percentage will apply to dependent coverage if you also apply to continue dependent coverage under the portability provision.

If your total amount of coverage to be continued is not a multiple of \$1,000, it will be rounded to the next higher \$1,000 multiple. If your dependent's amount to be continued is less than \$1,000, it will be rounded up to \$1,000.

The minimum amount of your Life Insurance that you can apply to continue under the portability provision is \$5,000. If your total amount of terminated life insurance otherwise eligible to be continued under the portability provision is less than \$5,000, then you may be eligible for conversion as described in the **Conversion of Life Insurance** section.

The maximum amount you can continue will not exceed the lesser of five times your annual earnings or \$750,000.

The minimum amount you can continue for each insured dependent is \$1,000.

Your coverage continued under the portability provision shall terminate on the date you turn age 70 or the date the Group Policy terminates, whichever is earlier.

AD&D Insurance cannot be continued under the portability provision.

# **Conversion of Life Insurance**

- A. Upon written application and payment of the applicable premium to ReliaStar Life within 31 days (60 days for persons retiring and their dependents), you or your insured dependents will be entitled, without evidence of insurability, to an individual policy of life insurance (without Waiver of Premium, Accelerated Death, or Accidental Death & Dismemberment Insurance benefits) on the earliest of the following:
  - 1. For coverage not continued under the portability provision, the date your or your insured dependents' insurance ends because of termination of your employment or termination of eligibility for insurance under the Group Policy.

If your insurance is reduced, you may convert that portion of your insurance reduced under the Group Policy.

- 2. For ported coverage, the date you reach the termination age under the Group Policy.
- 3. The date life insurance ends as provided under "Waiver of Premium for Disability."
- 4. The date the Group Policy ends, provided such date is five years or more after the effective date of your or your insured dependents' insurance.
- 5. The date a stepchild or child of a domestic partner loses eligibility due to the employee's legal relationship with the spouse/registered domestic partner ending due to divorce, annulment, dissolution, termination, or death.
- 6. For dependent life insurance, the last day of the fifth month after you die, if your dependents elect to continue coverage and pay premiums.

**Note:** If you or your insured dependents have been insured for less than five years when the Group Policy ends, you or your insured dependents will not be entitled to an individual policy of life insurance under this Conversion of Life Insurance provision.

- B. The following conditions and provisions will apply to the individual policy of life insurance:
  - 1. The individual policy will, at the option of you or your insured dependents, be on any one of the forms (except term insurance) then customarily issued by ReliaStar Life at the age and for the amount applied for.

If your or your insured dependents' previous coverage included benefits such as Waiver of Premium, Accidental Death & Dismemberment Insurance, or the Accelerated Death Benefit, the new insurance will not include those benefits.

- 2. The premium for the individual policy will be applicable to the class of risk to which you or your insured dependents belong, and to the form and amount of the individual policy at your or your insured dependents' attained age (nearest birthday) on the effective date of the individual policy.
- 3. The amount of the individual policy will be equal to (or at your option, less than) the amount of your or your insured dependents' life insurance under the Group Policy on whichever of the termination dates listed above is applicable. However, if your or your insured dependents' life insurance ends because of the discontinuance of the Group Policy five years or more after the effective date of the person's insurance, the amount of the individual policy may not exceed the lesser of:
  - a. The amount of your or your insured dependents' life insurance when such insurance ends, reduced by any life insurance for which you or your insured dependent may become eligible under any group policy issued or reinstated by ReliaStar Life (or by any other insurer to the Policyholder) within 31 days (60 days for retirees and their dependents) after such cessation; or
  - b. \$3,000.

4. Any individual policy issued shall become effective on the date of expiration of the 31-day period (60 days for retirees and their dependents) during which application may be made. However, if you or your insured dependents die during this 31- day or 60-day period, ReliaStar Life will pay, whether or not you or your insured dependent made application for an individual policy, the maximum amount of life insurance for which an individual policy could have been issued.

In no event, however, will payment be made under these provisions:

- a. If payment is made as specified under the life insurance benefit provisions of the sections titled **Beneficiary** or **Waiver of Premium for Disability**, or
- b. To the extent payment is made as specified under the life insurance benefit provision titled **Accelerated Death Benefit**.
- 5. If any individual policy is issued to you in accordance with this Conversion of Life Insurance provision, you shall not thereafter be insured for Supplemental Life Insurance under the Group Policy unless you, at your own expense, furnish satisfactory evidence of insurability to ReliaStar Life, subject to all other provisions of the Group Policy.

# **Miscellaneous Provisions**

### Assignment

You can change the owner of your Life Insurance under the Group Policy by sending ReliaStar Life written notice. This change is an absolute assignment. You cannot make an absolute assignment to the Policyholder or the Employer. You transfer all your rights and duties as owner to the new owner. The new owner can then make any change the Group Policy allows. A request for an absolute assignment:

• Transfers all rights, including but not limited to:

1. The right to change the beneficiary (except that an irrevocable beneficiary designation may not be changed without the irrevocable beneficiary's consent); and

2. The right to have issued an individual policy of Life Insurance on the insured individual's life under the Conversion of Life Insurance provision.

- Does not change the insurance or the beneficiary.
- Applies only if ReliaStar Life receives your notice.
- Takes effect from the date signed.
- Does not affect any payment ReliaStar Life makes or action ReliaStar Life takes before receiving your notice.

A collateral assignment is not allowed.

Any benefits which, under the terms of the Group Policy, are payable to you or your estate shall be paid to the assignee. All other benefits shall be paid to the beneficiary and not to the assignee, unless the assignee is also a beneficiary.

You cannot change the beneficiary of Dependent Life Insurance provided in the Group Policy, but if you change the owner of your insurance it will apply to your Dependent Life Insurance.

ReliaStar Life assumes no responsibility for the validity of any assignment. You are responsible to see that the assignment is legal in your state and that it accomplishes the goals you intend.

# Transferring Life Insurance Coverage to a Spouse/Registered Domestic Partner

When both husband and wife (or registered domestic partners) are covered employees, and one employee's coverage terminates for reasons outlined in the **Termination of Insurance** section, any inforce Supplemental Employee Life Insurance may be transferred, without evidence of insurability, to the remaining insured employee's Basic Dependent and Supplemental Spouse/Registered Domestic Partner Life Insurance. The transferred coverage amount may not exceed the maximum limit for Basic Spouse/Registered Domestic Partner and Supplemental Spouse/Registered Domestic Partner Life Insurance (up to 50% of the Supplemental Employee Life Insurance) and must be in increments of \$5,000. Likewise, any in-force Supplemental Spouse/Registered Domestic Partner Life Insurance to the remaining insured employee's Supplemental Employee Life Insurance up to the maximum allowed amounts, and must be in increments of \$10,000.

Any transfer of coverage through this special provision must be immediate and without lapse in coverage. Life coverage in excess of the maximum amounts to be transferred may be converted within 31 days of termination.

**Note:** See "Conversion of Life Insurance." In some circumstances, employees and their insured dependents may be entitled to benefits if death occurs within the 31-day period (60 days for retirees and their dependents) following termination of insurance.

# **Grandfathered Coverage**

Employee Supplemental Life Insurance grandfathered on January 1, 2012 might not be in increments of \$10,000 if no changes have been made to your coverage since that date. Any changes made to coverage amounts on or after January 1, 2012 must adhere to the plan design and be in \$10,000 increments.

Supplemental Spouse/Registered Domestic Partner Life Insurance coverage grandfathered on January 1, 2012 might not be in increments of \$5,000 if no changes have been made to your spouse/registered domestic partner's coverage since that date. Any changes made to coverage amounts on or after January 1, 2012 must adhere to the plan design and be in \$5,000 increments.

### Incontestability

Your and your dependent's insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During those 2 years, ReliaStar Life can contest the validity of your and your dependent's insurance because of inaccurate or false information received relating to your and your insured dependent's insurability. Only statements that are in writing and signed by you or your insured dependent can be used to contest the insurance.

## **Misstatement of Age**

In the event of the misstatement of the age of any insured individual, there will be made an equitable adjustment of the premiums or of benefits or of both, such adjustment to be based on the difference between the total premiums paid and the total premiums that would have been paid had the information been correctly stated.

## **Relationship to Law and Regulations**

Any provision of this certificate of coverage that is in conflict with any governing law or regulation of the State of Washington is hereby amended to comply with the minimum requirements of such law or regulation.

# Appealing a Determination of Ineligibility for Insurance Coverage

Any employee of a state agency or his or her dependent may appeal a decision made by the employing state agency about public employee benefits eligibility or enrollment to the employing state agency by submitting a request for review no later than thirty days after the date of the initial denial notice.

Any employee of an employer group or his or her dependent may appeal a decision by an employer group about PEBB eligibility or enrollment to the employer group through the process established by the employer group.

Any enrollee may appeal a decision made by the PEBB Program about eligibility, enrollment, or premium payments to the PEBB appeals committee by submitting a request for review no later than thirty days after the date of the initial denial notice.

Any enrollee may appeal a decision about the administration of a PEBB life insurance plan by following the appeal provisions of the plan, with the exception of eligibility, enrollment, and premium payment determinations.

# **Claim Procedures**

### **Submitting a Claim**

You, your insured dependent or someone on your behalf must send ReliaStar Life written notice of the loss on which your claim will be based. The notice must:

- Include information to identify you or your insured dependent, like your name, address, and Group Policy number.
- Be sent to ReliaStar Life or to the authorized administrator.
- Be sent within 90 days after the date of the loss for which claim is based has occurred or as soon as reasonably possible.

#### **Claim Forms**

ReliaStar Life or its authorized administrator will send proof of loss claim forms within 15 days after ReliaStar Life receives notice of claim.

Completed proof of loss claim forms or other written proof of loss detailing how the loss occurred must be sent to ReliaStar Life within 90 days after the date of the loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as reasonably possible. ReliaStar Life will not, in any event except the absence of legal capacity of the insured individual, accept proof later than 1 year plus 90 days from the date of the loss.

### **Payments of Benefits**

All benefits provided in the Group Policy shall be paid as stated in this section on receipt of written proof on ReliaStar Life's forms, or if such forms are not furnished by ReliaStar Life, within 15 days after demand therefore, then on receipt of written proof covering the occurrence, character, and extent of the event for which claim is made.

The amount payable to a beneficiary when an insured individual dies may be paid in a lump sum or in installments over a period of years, upon mutual agreement with ReliaStar Life. The employee will receive a lump sum amount under the Accelerated Death Benefit. To the extent permitted by law, amounts payable to beneficiaries shall not be subject to the claims of any creditor or its representatives, or to any legal process against a beneficiary. All other indemnities will be paid to the employee.

# Physical Examination and Autopsy for Accidental Death and Dismemberment

ReliaStar Life, at its own expense, shall have the right and opportunity to examine any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the period in which a claim is pending. This includes an autopsy in the case of death, where it is not forbidden by law.

# Definitions

### Accidental bodily injury

A bodily injury sustained by the insured person that is a direct result of an accident, independent of disease or bodily infirmity or any other cause, and that occurs while the insurance is in force.

#### Actively at work

With respect to appointed and elected officials, being in pay status. With respect to all other employees, being in pay status and not totally disabled.

#### Annual earnings

An employee's basic compensation plus position stipends received from the employer, exclusive of bonuses, overtime, supplemental stipends, and other extra compensation. For full-time employees who are paid less than 12 months per year, annual salary is determined by multiplying monthly salary by 12.

#### **Dependent insurance**

Insurance provided by the Group Policy, according to the **Schedule of Benefits**, with respect to the eligible dependents of an employee.

#### Employee

Any employee who is eligible to receive the employer's contribution toward the cost of insurance coverage as specified in the **Eligibility** section of this certificate of coverage.

#### Employer

The State of Washington and Employer Groups that have a contract with the Health Care Authority to participate in this PEBB benefit.

#### **Evidence of Insurability**

Required form provided by ReliaStar Life which must be completed and returned to ReliaStar Life to undergo medical underwriting. See **Providing Evidence of Insurability** in these definitions for further details.

#### Legal representative

A court appointed guardian or person with power of attorney.

#### Pay status

As of any specific date, this means that the employee is being compensated by the Employer for services performed.

#### Physician

A duly licensed doctor of medicine, osteopath, chiropractor, optometrist, or chiropodist (other than insured individual) treating illness or injury within the scope and limitations of the physician's license.

#### Policyholder

Washington State Health Care Authority (HCA).

#### Portability

Employees under age 70 have the option to continue their employee and dependent coverage under the portability provision should the employee become ineligible for PEBB coverage, and pay premiums directly to ReliaStar Life. Five-year age banded rates plus a billing fee apply to ported coverage.

### Providing Evidence of Insurability

Providing Evidence of Insurability means you must:

- 1. Obtain an Evidence of Insurability Form.
- 2. Have your personnel, payroll or benefits office complete their portion of the form.
- 3. Complete your portion of the form.
- 4. Sign the form authorizing ReliaStar Life to obtain information about your health.
- 5. Submit the form via fax or mail to the address listed on the form.
- 6. Undergo a physical examination, if required by ReliaStar Life, which may include blood testing.
- 7. Provide any additional information about your health that ReliaStar Life may reasonably require.

Providing Evidence of Insurability does not assure that your application for coverage will be approved.

#### **Registered Domestic Partner**

a) Effective January 1, 2010, a state-registered domestic partner; or

b) A domestic partner who was qualified under PEBB eligibility criteria as a domestic partner before January 1, 2010, and was continuously enrolled under the employee in a PEBB health plan or life insurance.

#### ReliaStar Life

ReliaStar Life Insurance Company, 20 Washington Avenue South, Mail Stop 4-N, Minneapolis, MN 55440-0020.

#### **Terminal condition**

An injury or sickness that is expected to result in an insured individual's death within 24 months and from which there is no reasonable chance of recovery.

#### Tobacco

Any product made with or derived from tobacco that is intended for human consumption, including any component, part, or accessory of a tobacco product. This includes at least cigars, cigarettes, chewing tobacco, snuff, and other tobacco products. It does not include U.S Food and Drug Administration (FDA) approved quit aids or e-cigarettes until their tobacco related status is determined by the FDA.

#### **Tobacco Use**

Any use of tobacco products within the past two months. Except that tobacco use does not include the religious or ceremonial use of tobacco.

#### Total disability, Totally disabled

Complete inability, because of sickness or accidental injury, to work at any occupation suited to your education, training, or experience.

#### **Uniformed Services**

As used in this book, Uniformed Services has the same meaning as in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### You, Your

An employee insured under the Group Policy.