# YOUR BENEFIT PLAN

# **Washington State Health Care Authority**

Class 1 Retiree Term Life Plan: Employees enrolled in Basic Life Insurance who meet qualifications for enrollment in PEBB retiree insurance coverage on or after January 1, 2017, excluding employees who reside in Washington; and Retirees who elected to move from the Policyholder's \$3,000 benefit plan to this Class 1 Retiree Term Life Plan during the 2016 open enrollment period, excluding Retirees who reside in Washington

Class 2 Legacy Retiree Term Life Plan: Retirees enrolled in the Policyholder's \$3,000 benefit plan prior to January 1, 2017 who did not move to the Policyholder's new Class 1 Retiree Term Life Plan during the 2016 open enrollment period, excluding Retirees who reside in Washington

**Basic Life Insurance** 

Certificate Date: January 1, 2017



# TO RETIRED EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Washington State Health Care Authority



Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

## **CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.** 

This certificate is part of the Group Policy. The Group Policy is a contract between MetLife and the Policyholder and may be changed or ended without Your consent or notice to You.

Policyholder: Washington State Health Care Authority

**Group Policy Number:** 164995-1-G

Type of Insurance: Term Life Insurance

**MetLife Toll Free Number(s):** 

For Claim Information FOR LIFE CLAIMS: 1-866-548-7139

# THIS CERTIFICATE ONLY DESCRIBES TERM LIFE INSURANCE.

FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

THE GROUP INSURANCE POLICY PROVIDING COVERAGE UNDER THIS CERTIFICATE WAS ISSUED IN A JURISDICTION OTHER THAN MARYLAND AND MAY NOT PROVIDE ALL THE BENEFITS REQUIRED BY MARYLAND LAW.

For Residents of North Dakota: If You are not satisfied with Your Certificate, You may return it to Us within 20 days after You receive it, unless a claim has previously been received by Us under Your Certificate. We will refund within 30 days of Our receipt of the returned Certificate any Premium that has been paid and the Certificate will then be considered to have never been issued. You should be aware that, if You elect to return the Certificate for a refund of premiums, losses which otherwise would have been covered under Your Certificate will not be covered.

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE AND IN THE NOTICE(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

## **IMPORTANT NOTICE**

## **AVISO IMPORTANTE**

To obtain information or make a complaint:

Para obtener información o para presentar una queja:

You may call MetLife's toll free telephone number for information or to make a complaint at:

Usted puede llamar al número de teléfono gratuito de MetLife's para obtener información o para presentar una queja al:

1-866-548-7139

1-866-548-7139

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Sitio Web: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:** Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con MetLife primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

## ATTACH THIS NOTICE TO YOUR CERTIFICATE:

This notice is for information only and does not become a part or condition of the attached document.

## **ADJUNTE ESTE AVISO A SU CERTIFICADO:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

# **NOTICE FOR RESIDENTS OF ARKANSAS**

If You have a question concerning Your coverage or a claim, first contact the Policyholder or group account administrator. If, after doing so, You still have a concern, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting both the Policyholder and MetLife, You should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

## NOTICE FOR RESIDENTS OF CALIFORNIA

IMPORTANT NOTICE

TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT, CONTACT THE POLICYHOLDER OR METLIFE AT:

METROPOLITAN LIFE INSURANCE COMPANY ATTN: CONSUMER RELATIONS DEPARTMENT 500 SCHOOLHOUSE ROAD JOHNSTOWN, PA 15904

1-800-438-6388

IF, AFTER CONTACTING THE POLICYHOLDER AND/OR METLIFE, YOU FEEL THAT A SATISFACTORY SOLUTION HAS NOT BEEN REACHED, YOU MAY FILE A COMPLAINT WITH THE CALIFORNIA DEPARTMENT OF INSURANCE DEPARTMENT AT:

DEPARTMENT OF INSURANCE CONSUMER SERVICES 300 SOUTH SPRING STREET LOS ANGELES, CA 90013

WEBSITE: http://www.insurance.ca.gov/

1-800-927-4357 (within California) 1-213-897-8921 (outside California)

# NOTICE FOR RESIDENTS OF GEORGIA

# **IMPORTANT NOTICE**

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

# NOTICE FOR RESIDENTS OF IDAHO

If You have a question concerning Your coverage or a claim, You may call the toll free telephone number shown on the Certificate Face Page.

If You are still concerned after contacting MetLife, You should feel free to contact:

Idaho Department of Insurance
Consumer Affairs
700 West State Street, 3<sup>rd</sup> Floor
PO Box 83720
Boise, Idaho 83720-0043

1-800-721-3272 (for calls placed within Idaho) or 208-334-4250 or www.DOI.Idaho.gov

# NOTICE FOR RESIDENTS OF ILLINOIS

# **IMPORTANT NOTICE**

To make a complaint to MetLife, You may write to:

MetLife 200 Park Avenue New York, New York 10166

The address of the Illinois Department of Insurance is:

Illinois Department of Insurance Public Services Division Springfield, Illinois 62767

## NOTICE FOR RESIDENTS OF INDIANA

Questions regarding your policy or coverage should be directed to:

# Metropolitan Life Insurance Company 1-800-438-6388

If you (a) need the assistance of the government agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance Consumer Services Division 311 West Washington Street, Suite 300 Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaint can be filed electronically at www.in.gov/idoi

# NOTICE FOR RESIDENTS OF TEXAS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

#### NOTICE FOR RESIDENTS OF UTAH

# **Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association**

This notice provides a brief summary of the Utah Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Utah law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, health, or annuity insurance company becomes financially unable to meet its obligations and is taken over by its insurance regulatory agency. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Utah law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - o \$500.000 in death benefits
  - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
  - o \$500,000 in hospital, medical and surgical insurance benefits
  - o \$500.000 in long-term care insurance benefits
  - o \$500,000 in disability income insurance benefits
  - o \$500,000 in other types of health insurance benefits
- Annuities
  - o \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. Coverage is conditioned on residency in this state and there are substantial limitations and exclusions. For a complete description of coverage, consult Utah Code, Title 3 IA, Chapter 28.

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

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.utlifega.org or contact:

Utah Life and Health Insurance Guaranty Assoc. 60 East South Temple, Suite 500 Salt Lake City UT 84111 (801) 320-9955

**Utah Insurance Department** 3110 State Office Building Salt Lake City UT 84114-6901

(801) 538-3800

A written complaint about misuse of this Notice or the improper use of the existence of the Association may be filed with the Utah Insurance Department at the above address.

## NOTICE FOR RESIDENTS OF VIRGINIA

## IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the following address and telephone number:

MetLife
200 Park Avenue
New York, New York 10166
Attn: Corporate Consumer Relations Department

To phone in a claim related question, You may call Claims Customer Service at: 1-800-275-4638

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
1-877-310-6560 - toll-free
1-804-371-9944 - fax
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

#### NOTICE FOR RESIDENTS OF WEST VIRGINIA

#### FREE LOOK PERIOD:

If You are not satisfied with Your certificate, You may return it to Us within 10 days after You receive it, unless a claim has previously been received by Us under Your certificate. We will refund within 10 days of our receipt of the returned certificate any Premium that has been paid and the certificate will then be considered to have never been issued. You should be aware that, if You elect to return the certificate for a refund of premiums, losses which otherwise would have been covered under Your certificate will not be covered.

## NOTICE FOR RESIDENTS OF WISCONSIN

# **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If You are having problems with Your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve Your problem.

MetLife
Attn: Corporate Consumer Relations Department
200 Park Avenue
New York, New York 10166
1-800-438-6388

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 608-266-0103 in Madison.

# **TABLE OF CONTENTS**

Section	Page
CERTIFICATE FACE PAGE	1
NOTICES	2
SCHEDULE OF BENEFITS	15
DEFINITIONS	17
ELIGIBILITY PROVISIONS: INSURANCE FOR YOU	18
PEBB Eligible	18
Date You Are Eligible for Insurance	18
Enrollment Process	18
Date Your Insurance Takes Effect	18
Date Your Insurance Ends	19
LIFE INSURANCE: FOR YOU	20
LIFE INSURANCE: CONVERSION OPTION FOR YOU	21
FILING A CLAIM: CLAIMS FOR LIFE INSURANCE BENEFITS	23
GENERAL PROVISIONS	24
Assignment	24
Beneficiary	24
Entire Contract	24
Incontestability: Statements Made by You	24
Misstatement of Age	24
Conformity with Law	25

#### SCHEDULE OF BENEFITS

This schedule shows the benefits that are available under the Group Policy. You will only be insured for the benefits:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

The amount of Insurance that We will pay will be decreased by the amount of any contributions due and unpaid to Us for that insurance.

#### BENEFIT

## **BENEFIT AMOUNTS AND HIGHLIGHTS**

# **How We Will Pay Benefits**

Unless the Beneficiary requests payment by check, when the Certificate states that We will pay benefits in "one sum" or a "single sum". We may pay the full benefit amount:

- by check;
- by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

## Life Insurance For You

#### Class 1 Retiree Term Life Plan:

Employees enrolled in Basic Life Insurance who meet qualifications for enrollment in PEBB retiree insurance coverage on or after January 1, 2017; and

Retirees who elected to move from the Policyholder's \$3,000 benefit plan to this Class 1 Retiree Term Life Plan during the 2016 open enrollment period.	An amount, elected by You on the date You retire, which is a multiple of \$5,000
Minimum Life Benefit	\$5,000
Maximum Life Benefit	\$20,000

#### Class 2 Legacy Retiree Term Life Plan:

Retirees enrolled in the Policyholder's \$3,000	
benefit plan prior to January 1, 2017 who did not	
move to the Policyholder's new Class 1 Retiree	
Term Life Plan during the 2016 open enrollment	
period	\$3,000

# **SCHEDULE OF BENEFITS (continued)**

# Class 2 Retired Employees - If You are age 65 or Older

On Your 65th birthday, the amount of Your Continuation Eligible Insurance will be reduced to \$2,100. On Your 70th birthday, the amount of such insurance will be reduced to \$1,800.

#### **DEFINITIONS**

As used in this certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Beneficiary** means the person(s) to whom We will pay insurance as determined in accordance with the GENERAL PROVISIONS section.

**Certificateholder** means a Class 1 Retiree or Class 2 Legacy Retiree who is insured under the Group Policy.

**Employee-Paid Insurance** means insurance for which the Policyholder requires You to pay any part of the premium.

Employee-Paid Insurance includes: Life Insurance.

**Employing Agency** means any entity that is authorized under Washington law that is approved by Washington Health Care Authority to participate.

Policyholder means Washington State Health Care Authority.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

Spouse means Your lawful spouse.

**State-Registered Domestic Partner** means two adults who meet the requirements for a valid state-registered domestic partnership, and enter into a state-registered domestic partnership, in the State of Washington; or a legal union, other than marriage, of two persons that was validly formed in a jurisdiction other than the State of Washington and that is substantially equivalent to a domestic partnership in the State of Washington.

We, Us and Our mean MetLife.

**Written** or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**You** and **Your** mean an eligible employee who participates in PEBB Life insurance as an employee and meets qualifications for retiree insurance coverage.

#### **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

#### PEBB ELIGIBLE RETIREE

## Class 1 Retiree Term Life Plan:

Employees enrolled in Basic Life Insurance who meet qualifications for enrollment in PEBB retiree insurance coverage on or after January 1, 2017, excluding employees who reside in Washington; and

Retirees who elected to move from the Policyholder's \$3,000 benefit plan to this Class 1 Retiree Term Life Plan during the 2016 open enrollment period, excluding retirees who reside in Washington.

#### Class 2 Legacy Retiree Term Life Plan:

Retirees enrolled in the Policyholder's \$3,000 benefit plan prior to January 1, 2017 who did not move to the Policyholder's new Class 1 Retiree Term Life Plan during the 2016 open enrollment period, excluding retirees who reside in Washington.

You are eligible for insurance if You were covered for insurance on the day immediately preceding the date of Your retirement and have retired in accord with the Policyholder's retirement plan.

#### DATE YOU ARE ELIGIBLE FOR INSURANCE

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

If You are PEBB Eligible on January 1, 2017, You will be eligible for the insurance described in this certificate on that date.

If You become PEBB Eligible after January 1, 2017, You will be eligible for the insurance described in this certificate on the date You become PEBB Eligible.

#### **ENROLLMENT PROCESS**

If You are eligible as described in the section of this certificate titled **PEBB ELIGIBLE RETIREE**, You may enroll by completing the required form and submitting it to the Policyholder within the required time frame. We will notify You of the cost of the insurance You elect. You must pay the premium for such insurance.

## DATE YOUR INSURANCE TAKES EFFECT

## **Rules for Employee-Paid Insurance**

## Class 1 Retiree Term Life Plan:

You must elect Retiree Term Life Insurance no later than sixty days after the date Your Basic Life Insurance ends. If You don't elect Retiree Term Life Insurance within the required sixty day time frame, You cannot elect Retiree Term Life Insurance at a later date unless Your Optional Life Insurance premiums are being waived under the terms of the Policyholder's certificate for Optional Life Insurance. If Your Optional Life Insurance premiums are being waived under the terms of the Policyholder's certificate for Optional Life Insurance, You must elect Retiree Term Life Insurance no later than sixty days after the date Your waiver of premium benefit ends. If You elect Retiree Term Life Insurance, such insurance will take effect on the first day of the month following the date Your Basic Life Insurance ends.

If You return to work and regain eligibility for enrollment under the Policyholder's Basic Life Insurance Group Policy, You may choose to maintain Your Retiree Term Life Plan; however, You must continue to pay the cost of such insurance. If you choose not to maintain Your Retiree Term Life Plan enrollment, You may elect to reenroll in such insurance provided We receive Your enrollment form no later than sixty days after the date Your Basic Life Insurance ends.

# **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)**

## Class 2 Legacy Retiree Term Life Plan:

Your Legacy Retiree Term Life Plan will become effective on January 1, 2017.

If You return to work and regain eligibility for enrollment under the Policyholder's Basic Life Insurance Group Policy, You may choose to maintain Your Legacy Retiree Term Life Plan; however, You must continue to pay the cost of such insurance. If You choose not to maintain Your Legacy Retiree Term Life Plan enrollment, You may elect to re-enroll in such insurance provided Your enrollment form is received no later than sixty days after the date Your Basic Life Insurance ends.

#### Increase in Insurance: Class 1 Benefit and Class 2 Benefit

You are not eligible to increase Your amount of Life insurance after the date You retire.

#### Decrease in Insurance: Class 1 Benefit

If You make a Written request to decrease Your insurance, that decrease will take effect as of the first day of the month following the date We receive Your Written request.

#### Decrease in Insurance: Class 2 Benefit

You are not eligible to decrease Your amount of Life insurance after the effective date of such insurance.

#### DATE YOUR INSURANCE ENDS

Your insurance will end on the earliest of:

- 1. the date the Group Policy ends; or
- 2. the date insurance ends for Your class; or
- 3. the last day of the month for which the premium has been paid; or
- 4. the last day of the month in which You are a PEBB Eligible Retiree; or
- 5. the last day of the month in which the Employer Group You were employed by ends participation in the Policyholder's Group Plan for the bargaining unit or non-represented group of employees You were included in prior to retirement.

Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU for information concerning the option to convert to an individual policy of life insurance if Your Life Insurance ends.

# LIFE INSURANCE: FOR YOU

If You die, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and, if We approve it, will pay the Beneficiary the Life Insurance in effect on the date of Your death.

# **PAYMENT OPTIONS**

We will pay the Life Insurance in one sum. Other modes of payment may be available upon request. For details, call Our toll free number shown on the Certificate Face Page.

#### LIFE INSURANCE: CONVERSION OPTION FOR YOU

If Your life insurance ends or is reduced for any of the reasons stated below, You have the option to buy an individual policy of life insurance ("new policy") from Us during the Application Period in accordance with the conditions and requirements of this section. This is referred to as the "option to convert". Evidence of Your insurability will not be required.

## When You Will Have the Option to Convert

You will have the option to convert when:

- A. Your life insurance ends because:
  - this Group Policy ends, provided You have been insured for life insurance for at least 5 continuous years; or
  - this Group Policy is amended to end all life insurance for an eligible class of which You are a member, provided You have been insured for at least 5 continuous years; or
- B. Your life insurance is reduced due to an amendment of this Group Policy.

If You opt not to convert a reduction in the amount of Your life insurance as described above, You will not have the option to convert that amount at a later date.

## **Application Period**

If You opt to convert Your Life Insurance for any of the reasons stated above, We must receive a completed conversion application form from You within 60 days after the date Your Life Insurance ends or is reduced.

# **Option Conditions**

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:
  - Your Written application for the new policy; and
  - the premium due for such new policy;
- B. the premium rates for the new policy will be based on:
  - Our rates then in use;
  - the form and amount of insurance for which you apply;
  - Your class of risk; and
  - Your age;
- C. the new policy may be on any form then customarily offered by Us excluding term insurance;
- D. the new policy will be issued without an accidental death and dismemberment benefit, an accelerated benefit option, a waiver of premium benefit or any other rider or additional benefit; and
- E. the new policy will take effect on the 32<sup>nd</sup> day after the date Your life insurance ends or is reduced; this will be the case regardless of the duration of the Application Period.

# LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)

## **Maximum Amount of the New Policy**

If Your Life Insurance ends due to the end of this Group Policy or the amendment of this Group Policy to end all life insurance for an eligible class of which You are a member, the maximum amount of insurance that You may elect for the new policy is the lesser of:

- the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any group policy within 31 days after the date insurance ends under this Group Policy; or
- \$10,000.

If Your life insurance ends or is reduced due to the Policyholder's or Employing Agency's organizational restructuring, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance that ends under this Group Policy less the amount of life insurance for which You become eligible under any other group policy within 31 days after the date insurance ends under this Group Policy.

If Your life insurance ends or is reduced for any other reason, the maximum amount of insurance that You may elect for the new policy is the amount of Your life insurance which ends under this Group Policy.

## **ADDITIONAL PROVISIONS IF YOU DIE**

#### If You Die Within 60 Days After Your Life Insurance Ends Or Is Reduced

If You die within 60 days after Your life insurance ends or is reduced by an amount You are entitled to convert, Proof of Your death must be sent to Us. When We receive such Proof with the claim, We will review the claim and if We approve it will pay the Beneficiary. The amount We will pay is the amount You were entitled to convert.

The amount You were entitled to convert will not be paid as insurance under both a new individual conversion policy and the Group Policy.

## **FILING A CLAIM**

#### **CLAIMS FOR LIFE INSURANCE BENEFITS**

When there has been the death of an insured person, notify Us by calling 1-866-548-7139. This notice should be given to Us as soon as is reasonably possible after the death. The claim form will be sent to the beneficiary or beneficiaries of record.

The beneficiary or beneficiaries should complete the claim form and send it and Proof of the death to Us as instructed on the claim form.

When We receive the claim form and Proof, We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this certificate and the Group Policy. The benefit amount may be reduced by the amount of any due and unpaid contributions to premium outstanding at the time We make payment.

#### **GENERAL PROVISIONS**

#### **Assignment**

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

#### **Beneficiary**

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to Us using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to Us within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- 1. Your Spouse or State-Registered Domestic Partner;
- 2. Your biological child(ren), legally adopted child(ren), and stepchildren, including children of Your State-Registered Domestic Partner Your natural or adopted parent(s); or
- 3. Your sibling(s).

Instead of making payment to any of the above, We may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment. If a Beneficiary or a payee is a minor or incompetent to receive payment, We will pay that person's guardian.

#### **Entire Contract**

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

- 1. the Group Policy and its Exhibits, which include the certificate(s);
- 2. the Policyholder's application; and
- 3. any amendments and/or endorsements to the Group Policy.

#### Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- 1. the statement is in a Written application or enrollment form;
- 2. You have Signed the application or enrollment form; and
- 3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest life insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

#### **Misstatement of Age**

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

# **GENERAL PROVISIONS (continued)**

# **Conformity with Law**

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.