

## **YOUR BENEFIT PLAN**

### **Washington State Health Care Authority**

**All employees of an Employing Agency who elected Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage effective on or after January 1, 2017, who reside in Washington; and new employees on or after January 1, 2017 who elect Employee-Paid Life Insurance coverage, who reside in Washington**

**All employees of an Employing Agency who did not elect Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage on or after January 1, 2017, who reside in Washington**

**Basic Life Insurance**

**Optional Life Insurance**

**Dependent Life Insurance**

**Accidental Death and Dismemberment Insurance**

**Optional Accidental Death and Dismemberment Insurance**

**Dependent Accidental Death and Dismemberment Insurance**

**Certificate Date: January 1, 2017**

Certificate Number 1

Washington State Health Care Authority  
626 8th Avenue SE  
Olympia, WA 98501

TO 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

# MetLife

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 and Your Dependents 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 with Accelerated Benefit & Accidental Death and Dismemberment Insurance

**MetLife Toll Free Number(s):**  
**For Claim Information** FOR LIFE CLAIMS: 1-866-548-7139

### **THIS CERTIFICATE ONLY DESCRIBES TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.**

#### **NOTICE REGARDING ACCELERATED BENEFIT OPTION (ABO)**

This accelerated life benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care.

If you receive payment of accelerated benefits from a life insurance policy, 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 from a life insurance policy may have tax consequences for you. We 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 from a life insurance policy.

**WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICE(S) WHICH APPEAR ON THIS PAGE. PLEASE READ THE(S) NOTICE(S) CAREFULLY.**

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## SCHEDULE OF BENEFITS

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

- for which You and Your Dependents 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 premiums 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

##### Basic Life Insurance

Basic Life Insurance is Portability Eligible Insurance

For Active Employees .....	\$35,000
Accelerated Benefit Option .....	Up to 80% of Your Basic Life amount not to exceed \$28,000

##### Optional Life Insurance

**Plan 1:** Optional Life Insurance is Portability Eligible Insurance

<b>Plan 1:</b> All employees of an Employing Agency who elected Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage effective on or after January 1, 2017. All new employees on or after January 1, 2017 who elect Employee-Paid Life Insurance coverage are enrolled in Plan 1.....	An amount, elected by You, which is a multiple of \$10,000
Minimum Optional Life Benefit.....	\$10,000
Maximum Optional Life Benefit .....	\$1,000,000
Maximum Amount Allowed Without Evidence of Insurability .....	\$500,000

## SCHEDULE OF BENEFITS (continued)

Accelerated Benefit Option ..... Up to 80% of Your combined Basic Life and Optional Life amount not to exceed \$500,000

### Plan 2: Optional Life Insurance is Portability Eligible Insurance

**Plan 2:** All employees of an Employing Agency who did not elect Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage on or after January 1, 2017. These employees retained coverage amounts elected prior to January 1, 2017 that were not in a multiple of \$10,000..... An amount You previously elected under Your Employing Agency's previous life insurance plan which doesn't match the MetLife plan design

Accelerated Benefit Option ..... Up to 80% of Your combined Basic Life and Optional Life amount not to exceed \$500,000

## ESTATE RESOLUTION SERVICES

The following Estate Resolution Services are provided at no additional cost to individuals insured for Group Optional Life Insurance coverage as described below. If You are eligible to receive these Estate Resolution Services and You, Your Spouse, or State-Registered Domestic Partner (for the Will Preparation Service) or You, Your Spouse, State-Registered Domestic Partner, or a Beneficiary (for the Probate Service) would like to speak with a representative from Hyatt Legal Plans or get the name of a Plan Attorney that you can speak with about these Services, please call (800) 821-6400.

### Will Preparation Service

If You elect Group Optional Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Optional Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse or State-Registered Domestic Partner free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

### Probate Service

If You become insured for Group Optional Life Insurance coverage and You, Your Spouse, or State-Registered Domestic Partner die while such Group Optional Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse or State-Registered Domestic Partner's estate in the event of Your Spouse or State-Registered Domestic Partner's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Optional Life Insurance coverage ends.

## SCHEDULE OF BENEFITS (continued)

### Accidental Death and Dismemberment Insurance (AD&D) For You:

#### Basic AD&D

Basic Accidental Death and Dismemberment Insurance for You is **NOT** Portability Eligible Insurance

Full Amount For Basic AD&D..... \$5,000

#### Additional Benefits:

Seat Belt Benefit..... Yes

Air Bag Use Benefit..... Yes

Child Care Benefit..... Yes

Child Education Benefit..... Yes

Spouse or State-Registered Domestic Partner  
Education Benefit..... Yes

Hospital Confinement Benefit..... Yes

Common Carrier Benefit..... Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

#### Schedule of Covered Losses for Basic Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life..... 100%

Loss of a hand permanently severed at or above  
the wrist but below the elbow..... 50%

Loss of a foot permanently severed at or above  
the ankle but below the knee..... 50%

Loss of an arm permanently severed at or above the elbow..... 50%

Loss of a leg permanently severed at or above the knee..... 50%

Loss of sight in one eye..... 50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as  
defined above..... 100%

Loss of the thumb and index finger of same hand..... 25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing..... 100%

Loss of speech or loss of hearing..... 50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.



## SCHEDULE OF BENEFITS (continued)

Paralysis of both arms and both legs.....	100%
Paralysis of both legs.....	50%
Paralysis of the arm and leg on either side of the body.....	50%
Paralysis of one arm or leg .....	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage .....	100%
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**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma .....	1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months
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**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

### If You are age 65 or Older

**Your Continuation Eligible Insurance as described in the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED will be reduced as follows:**

On Your 65<sup>th</sup> birthday, the amount of Your Continuation Eligible Insurance will be reduced to \$3,500.  
On Your 70<sup>th</sup> birthday, the amount of such insurance will be reduced to \$3,000.

### Optional AD&D

**Plan 1:** Optional Accidental Death and Dismemberment Insurance for You is **NOT** Portability Eligible Insurance

**Plan 1:** All employees of an Employing Agency who elected Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage effective on or after January 1, 2017. All new employees on or after January 1, 2017 who elect Employee-Paid Life Insurance coverage are enrolled in Plan 1 ..... An amount, elected by You, which is a multiple of \$10,000

Minimum Optional Accidental Death and Dismemberment Full Amount..... \$10,000

Maximum Optional Accidental Death and Dismemberment Full Amount Without Evidence of Insurability..... \$250,000

## SCHEDULE OF BENEFITS (continued)

**Plan 2:** Optional Accidental Death and Dismemberment Insurance for You is **NOT** Portability Eligible Insurance

**Plan 2:** All employees of an Employing Agency who did not elect Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage on or after January 1, 2017. These employees retained coverage amounts elected prior to January 1, 2017 that were not in a multiple of \$10,000..... An amount You previously elected under Your Employing Agency's previous life insurance plan which doesn't match the MetLife plan design

### Additional Benefits:

Seat Belt Benefit ..... Yes  
 Air Bag Use Benefit..... Yes  
 Child Care Benefit..... Yes  
 Child Education Benefit..... Yes  
 Spouse or State-Registered Domestic Partner Education Benefit..... Yes  
 Hospital Confinement Benefit..... Yes  
 Common Carrier Benefit ..... Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

### Schedule of Covered Losses for Optional Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life..... 100%  
 Loss of a hand permanently severed at or above the wrist but below the elbow..... 50%  
 Loss of a foot permanently severed at or above the ankle but below the knee ..... 50%  
 Loss of an arm permanently severed at or above the elbow..... 50%  
 Loss of a leg permanently severed at or above the knee..... 50%  
 Loss of sight in one eye ..... 50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above ..... 100%  
 Loss of the thumb and index finger of same hand..... 25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing ..... 100%  
 Loss of speech or loss of hearing ..... 50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

## SCHEDULE OF BENEFITS (continued)

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	100%
Paralysis of both legs.....	50%
Paralysis of the arm and leg on either side of the body.....	50%
Paralysis of one arm or leg.....	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage .....	100%
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**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma .....	1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months
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**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

### Dependent Life Insurance:

#### Spouse or State-Registered Domestic Partner Dependent Life Insurance

**Plan 1:** Life Insurance for Your Dependents is Portability Eligible Insurance

**Plan 1:** All employees of an Employing Agency who elected Employee-Paid Life Insurance coverage in a multiple of \$5,000 for coverage effective on or after January 1, 2017. All new employees on or after January 1, 2017 who elect Employee-Paid Life Insurance coverage are enrolled in Plan 1 .....

An amount, elected by You, which is a multiple of \$5,000

Minimum Spouse or State-Registered Domestic Partner Life Benefit .....

\$5,000

Maximum Spouse or State-Registered Domestic Partner Life Benefit .....

The lesser of 50% of Your Optional Life Benefits or \$500,000

Maximum Amount Allowed Without Evidence of Insurability .....

\$100,000

Accelerated Benefit Option .....

Up to 80% of Your Dependent Life amount not to exceed \$400,000

## SCHEDULE OF BENEFITS (continued)

### Spouse or State-Registered Domestic Partner Dependent Life Insurance

**Plan 2:** Life Insurance for Your Dependents is Portability Eligible Insurance

<b>Plan 2:</b> All employees of an Employing Agency who did not elect Employee-Paid Life Insurance coverage in a multiple of \$5,000 for coverage on or after January 1, 2017. These employees retained coverage amounts elected prior to January 1, 2017 that were not in a multiple of \$5,000.....	An amount You previously elected under Your Employing Agency's previous life insurance plan which doesn't match the MetLife plan design
Accelerated Benefit Option .....	Up to 80% of Your Dependent Life amount not to exceed \$400,000

### Child Dependent Life Insurance

For each of Your Children.....	An amount, elected by You, which is a multiple of \$5,000
Minimum Child Life Benefit .....	\$5,000
Maximum Amount Allowed Without Evidence of Insurability .....	\$20,000

### Dependent Accidental Death and Dismemberment Insurance (AD&D):

#### Amount for Dependent AD&D

Dependent Accidental Death and Dismemberment Insurance is **NOT** Portability Eligible Insurance

For Spouse or State-Registered Domestic Partner ...	An amount, elected by You, which is a multiple of \$10,000
Minimum Dependent Accidental Death and Dismemberment Amount for Your Spouse or State-Registered Domestic Partner.....	\$10,000
Maximum Dependent Accidental Death and Dismemberment Amount for Your Spouse or State-Registered Domestic Partner Without Evidence of Insurability.....	\$250,000
For each of Your Children.....	An amount, elected by You, which is a multiple of \$5,000
Minimum Dependent Accidental Death and Dismemberment Amount for Your Child(ren) .....	\$5,000
Maximum Dependent Accidental Death and Dismemberment Amount for Your Child(ren) Without Evidence of Insurability .....	\$25,000

#### Additional Benefits:

Seat Belt Benefit .....	Yes
Air Bag Use Benefit.....	Yes
Child Care Benefit.....	NONE

## SCHEDULE OF BENEFITS (continued)

Child Education Benefit.....	NONE
Spouse or State-Registered Domestic Partner Education Benefit.....	NONE
Hospital Confinement Benefit.....	Yes
Common Carrier Benefit .....	Yes

The Common Carrier Benefit is an amount equal to the Full Amount.

### Schedule of Covered Losses for Dependent Accidental Death and Dismemberment Insurance

All amounts listed are stated as percentages of the Full Amount.

#### Covered Losses

Loss of life.....	100%
Loss of a hand permanently severed at or above the wrist but below the elbow.....	50%
Loss of a foot permanently severed at or above the ankle but below the knee .....	50%
Loss of an arm permanently severed at or above the elbow.....	50%
Loss of a leg permanently severed at or above the knee.....	50%
Loss of sight in one eye .....	50%

**Loss of sight** means permanent and uncorrectable loss of sight in the eye. Visual acuity must be 20/200 or worse in the eye or the field of vision must be less than 20 degrees.

Loss of any combination of hand, foot, or sight of one eye, as defined above .....	100%
Loss of the thumb and index finger of same hand.....	25%

**Loss of thumb and index finger of same hand** means that the thumb and index finger are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and loss of hearing .....	100%
Loss of speech or loss of hearing .....	50%

**Loss of speech** means the entire and irrecoverable loss of speech that continues for 6 consecutive months following the accidental injury.

**Loss of hearing** means the entire and irrecoverable loss of hearing in both ears that continues for 6 consecutive months following the accidental injury.

Paralysis of both arms and both legs.....	100%
Paralysis of both legs.....	50%
Paralysis of the arm and leg on either side of the body.....	50%
Paralysis of one arm or leg .....	25%

**Paralysis** means loss of use of a limb, without severance. A Physician must determine the paralysis to be permanent, complete and irreversible.

Brain Damage .....	100%
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## SCHEDULE OF BENEFITS (continued)

**Brain Damage** means permanent and irreversible physical damage to the brain causing the complete inability to perform all the substantial and material functions and activities normal to everyday life. Such damage must manifest itself within 30 days of the accidental injury, require a hospitalization of at least 5 days and persists for 12 consecutive months after the date of the accidental injury.

Coma ..... 1% monthly beginning on the 7th day of the Coma for the duration of the Coma to a maximum of 60 months.

**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused. Such state must begin within 30 days of the accidental injury and continue for 7 consecutive days.

## SCHEDULE OF BENEFITS (continued)

### Portability Eligible Life Insurance

#### Optional Life Insurance and Basic Life Insurance:

##### Portability Eligible Life Insurance For You:

##### In any combination of Basic Life and Optional Life Insurance:

Minimum Portability Eligible Life Insurance Amount.....	\$10,000
Maximum Portability Eligible Life Insurance Amount.....	The lesser of Your total Life Insurance in effect on the date You elect to Port or \$2,000,000

If Your Portability Eligible Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

### Life Insurance For Your Spouse or State-Registered Domestic Partner:

#### Portability Eligible Spouse or State-Registered Domestic Partner Life Insurance:

Minimum Portability Eligible Spouse or State-Registered Domestic Partner Life Insurance Amount.....	\$2,500 (\$10,000 when porting Spouse or State-Registered Domestic Partner Life Insurance alone)
Maximum Portability Eligible Spouse or State-Registered Domestic Partner Life Insurance Amount.....	The lesser of Your total Spouse or State-Registered Domestic Partner Life Insurance in effect on the date You elect to Port or \$250,000

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.

## SCHEDULE OF BENEFITS (continued)

### Life Insurance For Your Children:

#### Portability Eligible Child Life Insurance:

Minimum Portability Eligible Child Life Insurance Amount.....	\$1,000
Maximum Portability Eligible Child Life Insurance Amount.....	The lesser of Your total Child Life Insurance in effect on the date You elect to Port or \$25,000

If Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance ends due to the end of the Group Policy or the amendment of the Group Policy to end the Portability Eligible Insurance or Your Portability Eligible Dependent Insurance, the maximum amount of insurance that You may Port is the lesser of:

- the amount of Your Portability Eligible Insurance or Your Portability Eligible Dependent Insurance that ends under the Group Policy less the amount of life insurance for which You become eligible under any group policy issued to replace this Group Policy; or
- \$10,000.



## 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.

**Actively at Work or Active Work** means that You are performing of the usual and customary duties of Your job. This must be done at:

- Your Employing Agency's place of business
- An alternate place approved by Your Employing Agency; or
- A place which the Employing Agency's business requires you to travel.

You will be deemed to be Actively at Work during weekends or Employing Agency's approved paid leave of absence, holidays, business closures, or while on approved leave of absence without pay. If you are a benefits eligible seasonal employee who works a season of 9 months or more, you will be deemed to be actively at work during your off season. If you are a benefits eligible faculty who works an instructional year or equivalent nine month period, you will be deemed to be actively at work during your off quarter/semester. If you are a benefits eligible faculty who averages half-time or more in each of the two preceding academic years and you are eligible to receive uninterrupted employer contribution, you will be deemed to be actively at work until you are no longer eligible for the employer contribution.

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

**Certificateholder** means a Plan 1 or Plan 2 member who is insured under the Group Policy.

**Child** means the following:

**For Life Insurance**, a child who is at least 14 days old through the last day of the month in which the child turns 26, and is defined based on establishment of a parent-child relationship as described in RCW 26.26.101 and includes:

- biological child(ren) where parental rights have not been terminated;
- stepchild(ren) where the stepchild's relationship to a Certificateholder has not ended through divorce, annulment, or death;
- legally adopted child(ren);
- child(ren) for whom the Certificateholder has assumed a legal obligation for total or partial support in anticipation of adoption of the child;
- child(ren) of the Certificateholder's state-registered domestic partner where the child's relationship to the Certificateholder has not ended through dissolution, termination, or death;
- child(ren) specified in a court order or divorce decree;
- extended dependents in the legal custody or legal guardianship of the Certificateholder, the Certificateholder's Spouse, or Certificateholder's State-Registered Domestic Partner where a valid court order and the child's official residence is with the custodian or guardian; and
- child(ren) of any age with a developmental disability or physical handicap that renders the child incapable of self-sustaining employment and chiefly dependent upon the Certificateholder for support and maintenance provided such condition occurs before the child's twenty-sixth birthday.

## DEFINITIONS (continued)

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority (any existing coverage ends on the last day of the month in which active duty status begins); however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

**for Dependent Accidental Death and Dismemberment Insurance**, a child who is at least 14 days old through the last day of the month in which the child turns 26, and is defined based on establishment of a parent-child relationship as described in RCW 26.26.101 and includes:

- biological child(ren) where parental rights have not been terminated;
- stepchild(ren) where the stepchild's relationship to a Certificateholder has not ended through divorce, annulment, or death;
- legally adopted child(ren);
- child(ren) for whom the Certificateholder has assumed a legal obligation for total or partial support in anticipation of adoption of the child;
- child(ren) of the Certificateholder's state-registered domestic partner where the child's relationship to the Certificateholder has not ended through dissolution, termination, or death;
- child(ren) specified in a court order or divorce decree;
- extended dependents in the legal custody or legal guardianship of the Certificateholder, the Certificateholder's Spouse, or Certificateholder's State-Registered Domestic Partner where a valid court order and the child's official residence is with the custodian or guardian; and
- child(ren) of any age with a developmental disability or physical handicap that renders the child incapable of self-sustaining employment and chiefly dependent upon the Certificateholder for support and maintenance provided such condition occurs before the child's twenty-sixth birthday.

For the purposes of determining who may become covered for insurance, the term does not include any person who:

- is on active duty in the military of any country or international authority (any existing coverage ends on the last day of the month in which active duty status begins); however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard; or
- is insured under the Group Policy as an employee.

**Common Carrier** means a government regulated entity that is in the business of transporting fare paying passengers.

### **The term does not include:**

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

## DEFINITIONS (continued)

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

Employee-Paid Insurance includes: Optional Life Insurance, Optional Accidental Death and Dismemberment Insurance, Dependent Life Insurance and Dependent Accidental Death and Dismemberment Insurance.

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

**Dependent(s)** means Your Spouse or State-Registered Domestic Partner and/or Child.

**Hospital** means a facility which is licensed as such in the jurisdiction in which it is located and:

- provides a broad range of medical and surgical services on a 24 hour a day basis for injured and sick persons by or under the supervision of a staff of Physicians; and
- provides a broad range of nursing care on a 24 hour a day basis by or under the direction of a registered professional nurse.

**Hospitalized** means:

- admission for inpatient care in a Hospital;
- receipt of care in the following:
  - a hospice facility;
  - an intermediate care facility; or
  - a long term care facility; or
- receipt of the following treatment, wherever performed:
  - chemotherapy;
  - radiation therapy; or
  - dialysis.

**Employer-Paid Insurance** means insurance for which the Policyholder does not require You to pay any part of the premium. You may pay premium for Basic Life Insurance while on an approved Leave of Absence.

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the Group Policy. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

**The term does not include:**

- You;
- Your Spouse or State-Registered Domestic Partner; or
- any member of Your immediate family including Your and/or Your Spouse or State-Registered Domestic Partner's:
  - parents;
  - Child(ren);

## DEFINITIONS (continued)

- siblings;
- grandparents; or
- grandchildren.

**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.

For the purposes of determining who may become covered for insurance, the term does not include any person who is on active duty in the military of any country or international authority (any existing coverage ends on the last day of the month in which active duty status begins); however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard.

**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.

For the purposes of determining who may become covered for insurance, the term does not include any person who is on active duty in the military of any country or international authority (any existing coverage ends on the last day of the month in which active duty status begins); however, active duty for this purpose does not include weekend or summer training for the reserve forces of the United States, including the National Guard.

**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 a Certificateholder who is insured under the Group Policy for the insurance described in this certificate.

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

### **ELIGIBLE FOR PEBB BENEFITS**

**Plan 1: All employees of an Employing Agency who elected Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage effective on or after January 1, 2017, who reside in Washington. All new employees on or after January 1, 2017 who elect Employee-Paid Life Insurance coverage are enrolled in Plan 1, who reside in Washington.**

**Plan 2: All employees of an Employing Agency who did not elect Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage on or after January 1, 2017, who reside in Washington. These employees retained coverage amounts elected prior to January 1, 2017 that were not in a multiple of \$10,000.**

### **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 eligible for PEBB benefits on January 1, 2017, You will be eligible for the insurance described in this certificate on that date.

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

### **Previous Employment With The Employing Agency**

If You were employed by an Employing Agency and insured by Us under a policy of group life insurance when Your employment ended, You will not be eligible for life insurance under this Group Policy if You are re-hired by the Employing Agency within 2 years after such employment ended, unless You surrender:

- any individual policy of life insurance to which You converted when Your employment ended; and
- any certificate of insurance continued as ported insurance when such employment ended.

The cash value, if any, of such surrendered insurance will be paid to You.

### **ENROLLMENT PROCESS**

If You are eligible for Employee-Paid Life Insurance, You may enroll by completing the required form. In addition, You must give evidence of Your Insurability satisfactory to Us at Your expense if You are required to do so under the section entitled EVIDENCE OF INSURABILITY.

### **DATE YOUR INSURANCE TAKES EFFECT**

#### **Requirements for Employer-Paid Insurance:**

When You complete the enrollment process for Employer-Paid Insurance, such insurance will take effect on the first day of the month following the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Employer-Paid Insurance would otherwise take effect, insurance will take effect on the first day of the month following the date You resume Active Work.

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (continued)

### Requirements for Employee-Paid Insurance: Plan 1

If You request Employee-Paid Insurance **before** the date You become eligible for such insurance, such insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such insurance will take effect on the first day of the month following the date You become eligible, provided You are Actively at Work on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.

If You request Employee-Paid Insurance **within 31 days of** the date You become newly eligible or regain eligibility for PEBB benefits, life insurance will take effect as follows:

- if You are **not required** to give evidence of Your insurability, such benefit will take effect on the later of:
  - the first day of the month following the date You become eligible for such benefit; and
  - the date You enroll provided You are Actively at Work on that date.
- if You are **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date.

If You request Employee-Paid Insurance **more than 31 days after** the date You become eligible for such insurance, You must give evidence of Your insurability satisfactory to us. You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

### Requirements for Employee-Paid Insurance: Plan 2

Your Employee-Paid insurance will become effective on the date You become eligible for such insurance.

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

### **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 end of the period for which the last premium has been paid for You; or
4. the last day of the month in which You cease to be eligible for PEBB benefits; or
5. the last day of the month in which Your employment ends; Your life insurance will end if You cease to be Actively at Work, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
6. the date You retire in accordance with Your applicable retirement plan; or
7. the date Your Employing Agency ceases to participate in the policy.

Please refer to the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning continuation of Your Life Insurance if insurance ends while You are Totally Disabled. 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.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

## **ELIGIBILITY PROVISIONS: DEPENDENT LIFE AND DEPENDENT AD&D INSURANCE**

### **ELIGIBLE FOR PEBB BENEFITS: DEPENDENT INSURANCE**

**Plan 1: All employees of an Employing Agency who elected Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage effective on or after January 1, 2017, who reside in Washington. All new employees on or after January 1, 2017 who elect Employee-Paid Life Insurance coverage are enrolled in Plan 1, who reside in Washington.**

**Plan 2: All employees of an Employing Agency who did not elect Employee-Paid Life Insurance coverage in a multiple of \$10,000 for coverage on or after January 1, 2017, who reside in Washington. These employees retained coverage amounts elected prior to January 1, 2017 that were not in a multiple of \$10,000.**

### **DATE YOU ARE ELIGIBLE FOR DEPENDENT LIFE AND DEPENDENT AD&D INSURANCE**

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

If You are eligible for PEBB benefits on January 1, 2017, You will be eligible to enroll or to elect Dependent insurance on the later of:

1. January 1, 2017; or
2. the date You obtain a Dependent.

If You become eligible for PEBB benefits after January 1, 2017, You will be eligible for Dependent insurance on the later of:

1. the date You become eligible for PEBB benefits; or
2. the date You obtain a Dependent.

### **ENROLLMENT PROCESS**

In order to enroll for Life Insurance for Your Dependents, You must either (a) already be enrolled for Optional Life Insurance for You or (b) enroll at the same time for Optional Life Insurance for You.

If You become eligible for Dependent insurance, You may enroll for such insurance by providing Us with the information We require for each Dependent to be insured. In addition, each of Your Dependents must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled EVIDENCE OF INSURABILITY. You will be notified by the Employing Agency how much You will be required to contribute.

Once You have enrolled one Child for a Dependent insurance benefit, each succeeding Child will automatically be covered for such insurance on the date that Child becomes eligible as defined in this certificate.



## ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

### DATE INSURANCE TAKES EFFECT FOR YOUR DEPENDENTS

#### Requirements for Spouse or State-Registered Domestic Partner Dependent Life Insurance: Plan 1 and Child Dependent Life Insurance

##### Dependents You Want to Enroll When You Become Eligible For Dependent Insurance

If You complete the enrollment process for Dependent Life Insurance, the insurance will take effect for each enrolled Dependent as follows:

- if the Dependent is **not required** to give evidence of insurability, the insurance for each enrolled Dependent will take effect on the first day of the month following the date You become eligible for such insurance, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below; or
- if the Dependent is **required** to give evidence of insurability and We determine that the Dependent is insurable, the insurance will take effect on the date We state in Writing, if You are Actively at Work on that date and the Dependent satisfies the Additional Requirement stated below. The Dependent is not required to give evidence of insurability for Dependent Accidental Death and Dismemberment Insurance, but such insurance will not take effect until the day the Dependent Life Insurance takes effect.

If You request Dependent Life Insurance **within 31 days of** the date You become eligible for such insurance, such insurance will take effect as follows:

- if the Dependent is **not required** to give evidence of insurability, the insurance for those Dependents will take effect on the later of:
  - the first day of the month following the date You become eligible for such insurance; and
  - the date You enroll;provided You are Actively at Work on that date and the Additional Requirement stated below is satisfied; or
- if the Dependent is **required** to give evidence of Your insurability and We determine that all Dependents are insurable, such insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date and the Additional Requirement stated below is satisfied.

If You request Employee-Paid Dependent Life Insurance **more than 31 days after** the date You become eligible for such insurance, You must give evidence of Your insurability satisfactory to us. You must give such evidence at Your expense. If We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

Once You have enrolled one Child for a Dependent Insurance benefit, each succeeding Child will automatically be covered for such insurance on the date that Child qualifies as a Dependent.

If You are not Actively at Work on the date the Dependent Life Insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work and the Additional Requirement stated below is satisfied.

##### For Dependents You Obtain After You Become Eligible For Dependent Life Insurance

If You obtain a Dependent after You become eligible for Dependent Life Insurance, You may enroll the Dependent for such insurance **within 60 days** after the date the Dependent becomes an eligible Dependent as defined in this certificate. The Dependent must give evidence of insurability satisfactory to Us at Your expense if required to do so under the section entitled Evidence of Insurability. The Dependent insurance for the Dependent will take effect as follows:

## ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)

- if the Dependent is **not required** to give evidence of insurability, the insurance for those Dependents will take effect on the later of:
  - the first day of the month following the date You become eligible for such insurance; or
  - the first day of the month following the date You enroll;provided You are Actively at Work on that date and the Additional Requirement stated below is satisfied; or
- if the Dependent is **required** to give evidence of insurability and We determine that all Dependents are insurable, the insurance will take effect on the date We state in Writing, provided You are Actively at Work on that date and the Additional Requirement stated below is satisfied. The Dependent is not required to give evidence of insurability for Dependent Accidental Death and Dismemberment Insurance, but such insurance will not take effect until the day the Dependent Life Insurance takes effect.

If You complete the enrollment process for any Dependent **more than 60 days after** the date the Dependent qualifies as a Dependent, the Dependent must give evidence of insurability satisfactory to Us at Your expense. If We determine that the Dependent is insurable, the insurance will take effect on the date We state in Writing, if the Dependent satisfies the Additional Requirement stated below. The Dependent is not required to give evidence of insurability for Dependent Accidental Death and Dismemberment Insurance, but such insurance will not take effect until the day the Dependent Life Insurance takes effect.

Once You have enrolled one Child for a Dependent insurance benefit, each succeeding Child will automatically be covered for such insurance on the date that Child qualifies as a Dependent.

If You are not Actively at Work on the date the Employee-Paid Dependent Insurance would otherwise take effect, the insurance will take effect on the day You resume Active Work and the Additional Requirement stated below is satisfied.

### Requirements for Spouse or State-Registered Domestic Partner Dependent Life Insurance: Plan 2

Your Employee-Paid insurance for Your Spouse or State-Registered Domestic Partner will become effective on the date You become eligible for such insurance.

#### Additional Requirement

On the date the Dependent insurance is scheduled to take effect, the Dependent must not be:

- confined at home under a Physician's care;
- receiving or applying to receive disability benefits from any source; or
- Hospitalized.

If the Dependent does not meet this requirement on such date, insurance for the Dependent will take effect on the date that Dependent is no longer:

- confined;
- receiving or applying to receive disability benefits from any source; or
- Hospitalized.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS (continued)**

### **DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS**

A Dependent's insurance will end on the earliest of:

1. for Dependent Life Insurance, the date all of the Life Insurance under the Group Policy ends; or
2. for Dependent Accidental Death and Dismemberment Insurance, the date all of Your Accidental Death and Dismemberment Insurance under the Group Policy ends; or
3. the date You die; or
4. the date the Group Policy ends; or
5. the date Your Employee Life Insurance under the Group Policy ends; or
6. the date Insurance for Your Dependents ends under the Group Policy; or
7. the date Insurance for Your Dependents ends for Your class; or
8. the last day of the calendar month the Dependent meets eligibility criteria; or
9. the last day of the calendar month in which Your employment ends; Your life insurance will end if You cease to be Actively at Work in any eligible class, except as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT; or
10. for Dependent Life Insurance and Accidental Death and Dismemberment Insurance, the date You retire in accordance with the Employing Agency's retirement plan; or
11. the end of the period for which the last premium has been paid for the Dependent.

Please refer to the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED for information concerning continuation of Life Insurance for your Dependents if insurance ends while You are Totally Disabled. Please refer to the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS for information concerning the option to convert to an individual policy of life insurance if Life Insurance for a Dependent ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

## **SPECIAL REQUIREMENTS FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND AD&D INSURANCE**

The following requirements will apply if the Life and AD&D Insurance under this Group Policy replaces other group Life and AD&D insurance provided to You by the Policyholder.

**Prior Plan** means the group life and AD&D insurance underwritten by another insurer and provided to You by the Policyholder on the day before the Replacement Date.

**Replacement Date** means the effective date of the Life and AD&D Insurance under this Group Policy.

### **Requirements if You and Your Spouse were Covered Under the Prior Plan on the Day Before the Replacement Date:**

1. **Actively at Work on the Replacement Date** - If You and Your Spouse were covered under the Prior Plan on the day before the Replacement Date and You are Actively at Work in an eligible class on the Replacement Date, You will be insured under this Group Policy for an amount of Basic Life, Optional Life, Optional Accidental Death and Dismemberment Insurance, and Dependent Life Insurance for Your Spouse or State-Registered Domestic Partner, referred to as Active Employee Coverage. The amount of the Active Employee Coverage on the Replacement Date will be the amount of Life Insurance described in the SCHEDULE OF BENEFITS.
2. **Not Actively at Work on the Replacement Date** - If You and Your Dependent(s) were covered under the Prior Plan on the day before the Replacement Date and You are not Actively at Work on the Replacement Date, but You would otherwise be a member of an eligible class if You were Actively at Work on the Replacement Date, You will be insured under this Group Policy for an amount of Life and AD&D Insurance referred to as Transition Coverage. The amount of the Transition Coverage on the Replacement Date will be the lesser of:
  - the amount of group life and AD&D insurance in effect under the Prior Plan, and
  - the amount of Life and AD&D Insurance available under this Group Policy for the eligible class to which You belong.

While Transition Coverage is in effect, the amount of coverage will continue to be determined in accordance with the provisions of the plan used to determine the amount of Transition Coverage on the Replacement Date.

If You are not Actively at Work on the Replacement Date due to a disability, Transition Coverage will remain in effect on and after the Replacement Date until the earliest of:

- the date You return to Active Work as a member of an eligible class, at which time Active Employee Coverage will supersede the Transition Coverage;
- the date Life and AD&D Insurance would otherwise end in accordance with the terms and conditions of this certificate;
- the date on which Your life and AD&D insurance under the Prior Plan would have ended for any reason other than the Prior Plan ending;
- the date You are approved for extension of life and AD&D insurance without premium payment under the terms of Prior Plan; and
- if the Prior Plan provided for extension of life and AD&D insurance without premium payment during a period of disability, the last day of the 12-month period following the Replacement Date.

## **SPECIAL REQUIREMENTS FOR GROUPS PREVIOUSLY COVERED UNDER OTHER GROUP LIFE AND AD&D INSURANCE (continued)**

In any other case where You are not Actively at Work on the Replacement Date, Transition Coverage will remain in effect on and after the Replacement Date until the earliest of:

- the date You return to Active Work as a member of an eligible class, at which time Active Employee Coverage will supersede the Transition Coverage; and
- the date Life and AD&D Insurance would otherwise end in accordance with the terms and conditions of this certificate.

### **Requirements if You and Your Dependents were NOT Covered Under the Prior Plan on the Day Before the Replacement Date:**

1. You will be eligible for the Life and AD&D Insurance under this Group Policy when You meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU and ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS; and
2. We will credit any time accumulated toward any eligibility waiting period under the Prior Plan to the satisfaction of any eligibility waiting period required to be met under this Life and AD&D Insurance.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **FOR DEVELOPMENTALLY DISABLED OR PHYSICALLY HANDICAPPED CHILDREN**

Insurance for a Child may be continued past the age of twenty-six if the child is incapable of self-sustaining employment because of a developmental disability, mental or physical handicap as defined by applicable law, provided the condition occurred before age twenty-six. Proof of such disability must be sent to Your Employing Agency within 60 days after the date the Child attains age twenty-six and at reasonable intervals after such date, but not more frequently than once a year after the two-year period following the child's attainment of the limiting age.

Subject to the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS, insurance will continue while such Child:

- remains incapable of self-sustaining employment because of a developmental disability, mental or physical handicap; and
- continues to qualify as a Child, except for the age limit.

### **FOR FAMILY AND MEDICAL LEAVE**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Policyholder for information regarding such legally mandated leave of absence laws.

### **AT YOUR OPTION: PORTABILITY**

#### **For Life Insurance**

If Your Portability Eligible Insurance or Portability Eligible Dependent Insurance ends for any of the reasons stated below, You have the option to continue that insurance under another group policy in accordance with the conditions and requirements of this section. This is referred to as Porting. Evidence of Your insurability will not be required.

For purposes of this subsection the term "Portability Eligible Insurance" refers to Your Life Insurance benefits for which the Portability Eligible Insurance is shown as available in the SCHEDULE OF BENEFITS.

If Insurance for Your Dependents is in effect, the term "Portability Eligible Dependent Insurance" refers to Your Life Insurance for Your Dependents for which the Portability Eligible Dependent Insurance is shown as available in the SCHEDULE OF BENEFITS.

#### **When Porting is an Option**

Porting may only be exercised by a request in Writing during the Request Period specified below.

If You choose not to Port, Life Insurance benefits may be converted in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

1. You may choose to Port if Portability Eligible Insurance and/or Portability Eligible Dependent Insurance ends because:
  - You become retired from active service with the Employing Agency; or
  - Your employment ends, due to a reason other than retirement; or
  - You cease to be in a class that is eligible for such insurance; or
  - the Policy is amended to end the Portability Eligible Insurance or Portability Eligible Dependent Insurance, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor; or
  - this Policy has ended, unless such insurance is replaced by similar insurance under another group insurance policy issued to the Policyholder or its successor.

## CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)

2. You may choose to Port the reduced amount of insurance if Your Portability Eligible Insurance is reduced due to:
  - an amendment to the Plan which affects the amount of insurance for Your class.
3. Your former Spouse or State-Registered Domestic Partner may choose to Port if their Portability Eligible Dependent Insurance on his or her own life ends because:
  - You die; or
  - Your marriage ends in divorce or annulment; or
  - Your Domestic Partnership, Civil Union or Reciprocal Beneficiary relationship ends

provided that former Spouse or State-Registered Domestic Partner satisfies the Additional Requirement subsection of the ELIGIBILITY PROVISIONS; INSURANCE FOR YOUR DEPENDENTS.

4. Your former Spouse or State-Registered Domestic Partner may also Port Portability Eligible Dependent Insurance on Your Child if Your former Spouse or State-Registered Domestic Partner Ports insurance on his or her own life. If Your former Spouse or State-Registered Domestic Partner Ports that insurance on that Child, that Porting will have no effect on the insurance You may have on that Child.
5. Your former Child may request to Port Portability Eligible Dependent Insurance on his or her own life if that insurance ends because Your former Child no longer meets the definition of Child.

If a request is made under this subsection, We will issue a new certificate of insurance which will explain the new insurance benefits. The insurance benefits under the new certificate may not be the same as those that ended under this Policy.

A request under this subsection may be made, if on the date the Portability Eligible Insurance or Portability Eligible Dependent Insurance ended, the following requirements are met:

- the Group Policy is in effect;
- with respect to any amount of Portability Eligible Life Insurance or Portability Eligible Dependent Life Insurance that is to be Ported, no application has been made to convert that amount of insurance to an individual policy of life insurance as provided in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS; and
- the person making the request resides in a jurisdiction that permits this Portability feature.

### Request Period

For You or a former Dependent to Port, We must receive a completed request form within the Request Period as described below.

If written notice of the option to Port is given within 15 days before or after the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 60 days after the date.

If written notice of the option to Port is given more than 15 days after but within 91 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires 45 days after the date of the notice.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)**

If written notice of the option to Port is not given within 91 days of the date such insurance ends, the Request Period:

- begins on the date the insurance ends, and
- expires at the end of such 91 day period.

### **Amount of the New Certificate**

The amount of Ported Insurance for You and for Your Dependents that may be continued is shown in the SCHEDULE OF BENEFITS. However, at the time of Porting You may change the amount of Portability Eligible Insurance in the following circumstances:

#### **Your Increase in Amount**

##### **For Portability Eligible Life Insurance**

At the time of Porting, You may increase the amount of Your Portability Eligible Life Insurance. This may be done in increments of \$25,000, up to a maximum ported amount of \$2,000,000. To be eligible for this increased amount, You must provide evidence of Your insurability satisfactory to us, at Your expense. If We approve the increase, it will take effect on the date We state in Writing.

#### **Spouse or State-Registered Domestic Partner Increase in Amount**

##### **For Portability Eligible Dependent Life Insurance**

At the time of Porting, the amount of Your Spouse or State-Registered Domestic Partner's (or Your former Spouse or State-Registered Domestic Partner's) Portability Eligible Dependent Life Insurance may be increased. This may be done in increments of \$25,000, up to a maximum ported amount of \$250,000. To be eligible for this increased amount, Your Spouse or State-Registered Domestic Partner (or Your former Spouse or State-Registered Domestic Partner) must provide evidence of insurability satisfactory to us, at Your Spouse or State-Registered Domestic Partner's (or Your former Spouse or State-Registered Domestic Partner's) expense. If We approve the increase, it will take effect on the date We state in Writing.

#### **Child Increase in Amount**

##### **For Portability Eligible Dependent Life Insurance**

At the time of Porting, if Your former Child is making the request to continue Portability Eligible Dependent Life Insurance because he or she no longer meets the definition of a Child, that former Child is eligible to increase coverage by \$25,000. To be eligible for this increased amount, Your former Child must give evidence of insurability satisfactory to Us at Your former Child's expense. If we approve the increase, it will take effect on the date We state in Writing.

#### **You and/or Your Dependent(s) Decrease in Amount**

If We receive a request to decrease an amount of insurance, any such decrease will take place on the date We state in Writing.

### **Premiums for the New Certificate**

All premium payments for ported insurance must be made directly to Us. When We issue the new certificate, We will also provide a schedule of premiums and payment instructions. You are not required to provide evidence of insurability to Port Your existing amount of Portability Eligible Life Insurance. However, to qualify for a lower premium rate, You may give us, at Your expense, evidence of Your insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify You that the lower premium rates will apply to You.



## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)**

Your former Dependents are not required to provide evidence of insurability to Port their existing amount of Portability Eligible Dependent Life Insurance. However, to qualify for a lower premium rate, they may give us, at their expense, evidence of their insurability satisfactory to Us. If We determine that the evidence satisfies Us, We will notify them that the lower premium rates will apply to them.

### **Right to Convert Life Insurance Amounts Not Ported**

Any amount of Life Insurance not Ported under this subsection may be converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

### **If You Die Within 60 Days of the Date Portability Eligible Life Insurance Ends**

If You die within 60 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

### **If a former Dependent Dies Within 60 Days of the Date Portability Eligible Life Dependent Insurance Ends**

If a former Dependent dies within 60 days of the date Portability Eligible Dependent Life Insurance ends and an application for a new certificate is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

### **If You are Totally Disabled on the Date Your Employment Ends**

If You are Totally Disabled on the date Your employment ends and You elect to Port as provided in this subsection, You may at a later date become approved for the continuation of insurance under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED. If You are so approved, all Ported insurance continued under this Portability subsection will end, including Life Insurance and Dependent Life Insurance.

## **AT YOUR OPTION: CONTINUATION OF YOUR LIFE INSURANCE DURING A LABOR DISPUTE**

You may elect to continue Life Insurance for You, Accidental Death and Dismemberment Insurance for You, Life Insurance for Your Dependents and Accidental Death and Dismemberment Insurance for Your Dependents if You cease to be Actively at Work as the result of a strike, lockout or other labor dispute. Life Insurance for You, Accidental Death and Dismemberment Insurance for You, Life Insurance for Your Dependents and Accidental Death and Dismemberment Insurance for Your Dependents may be continued for up to 6 months if You make the required premium payments for such insurance.

If continued under this subsection, Life Insurance for You, Accidental Death and Dismemberment Insurance for You, Life Insurance for Your Dependents and Accidental Death and Dismemberment Insurance for Your Dependents will end if:

- a premium payment is required and You fail to pay premiums for such insurance; or
- You cease to be eligible to continue insurance under this subsection and You do not immediately resume Active Work in a class that is eligible for such insurance.

If Life Insurance for You or Life Insurance for Your Dependents ends, You may have the right to convert to a policy of individual life insurance. We urge You to read the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU or the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT (continued)**

### **AT THE EMPLOYING AGENCY'S OPTION**

The Employing Agency has elected to continue insurance by paying premiums for employees who cease Active Work in an eligible class for any of the reasons specified below;

1. if You cease Active Work due to injury or sickness, for a period in accordance with the Employing Agency's general practice;
2. if You cease Active Work due to layoff, for a period in accordance with the Employing Agency's general practice;
3. if You die, Your surviving Spouse or State-Registered Domestic Partner may continue Dependent Life Insurance for up to five months or the date such Spouse or State-Registered Domestic Partner remarries if earlier, and Your surviving Child may continue insurance for up to five months or the date such Child ceases to be a Dependent due to reaching the maximum age if earlier;
4. if You cease Active Work due to military leave, for a period in accordance with the Employing Agency's general practice for an employee in Your job class.

The Employing Agency's general practice for employees in a job class determines which employees with the above types of absences are to be considered as still insured and for how long among persons in like situations.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the DATE YOUR INSURANCE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

If Your insurance ends, Your Dependents' insurance will also end in accordance with the DATE YOUR INSURANCE FOR YOUR DEPENDENTS ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOUR DEPENDENTS.

## EVIDENCE OF INSURABILITY

We require evidence of insurability satisfactory to Us as follows:

### **Plan 1:**

1. in order to become covered for an amount of Optional Life Insurance greater than the Maximum Amount Allowed Without Evidence of Insurability as shown in the SCHEDULE OF BENEFITS.  
If You do not give Us evidence of Your insurability, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Your Optional Life Insurance will be limited to the Maximum Amount Allowed Without Evidence of Insurability as shown in the SCHEDULE OF BENEFITS.
2. if You make a late request for Optional Life Insurance. A late request is one made more than 31 days after You become eligible.  
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, You will not be covered for Optional Life Insurance.
3. if You make a request to increase the amount of Your Optional Life Insurance.  
if You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of your Optional Life Insurance will not be increased.
4. in order to become covered for an amount of Life Insurance for Your Spouse or State-Registered Domestic Partner greater than the Maximum Amount Allowed Without Evidence of Insurability for Your Spouse or State-Registered Domestic Partner as shown in the SCHEDULE OF BENEFITS.  
If You do not give Us evidence of the insurability of Your Spouse or State-Registered Domestic Partner, or if such evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Spouse or State-Registered Domestic Partner will be limited to the Maximum Amount Allowed Without Evidence of Insurability for Your Spouse or State-Registered Domestic Partner .
5. **For a Spouse or State-Registered Domestic Partner You Want to Enroll When You Become Eligible for Dependent Life Insurance**  
if You make a late request for Life Insurance for Your Spouse or State-Registered Domestic Partner. A late request is one made more than 31 days after You become eligible for Life Insurance for Your Spouse or State-Registered Domestic Partner.  
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Spouse or State-Registered Domestic Partner will not be covered for Life Insurance.
6. **For a Spouse or State-Registered Domestic Partner You Obtain After You Become Eligible for Dependent Life Insurance**  
if You make a late request for Life Insurance for Your Spouse or State-Registered Domestic Partner. A late request is one made more than 60 days after You become eligible for Life Insurance for Your Spouse or State-Registered Domestic Partner.  
if You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Spouse or State-Registered Domestic Partner will not be covered for Life Insurance.
7. if You make a request to increase the amount of Life Insurance for Your Spouse or State-Registered Domestic Partner.  
if You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Spouse or State-Registered Domestic Partner will not be increased.

### **Plan 1 and Plan 2:**

8. **For a Child You Want to Enroll When You Become Eligible for Dependent Life Insurance**  
if You make a late request for Life Insurance for Your Child. A late request is one made more than 31 days after You become eligible for Life Insurance for Your Child.  
If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Child will not be covered for Life Insurance.

## **EVIDENCE OF INSURABILITY (continued)**

### **9. For a Child You Obtain After You Become Eligible for Dependent Life Insurance**

if You make a late request for Life Insurance for Your Child. A late request is one made more than 60 days after You become eligible for Life Insurance for Your Child.

If You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, Your Child will not be covered for Life Insurance

### **10. if You make a request to increase the amount of Life Insurance for Your Child.**

if You do not give Us evidence of insurability or the evidence of insurability is not accepted by Us as satisfactory, the amount of Life Insurance for Your Child will not be increased.

The evidence of insurability is to be given at Your expense.

## **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: FOR YOUR DEPENDENTS**

If a Dependent dies, Proof of the Dependent's 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 life of such Dependent on the date of 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: ACCELERATED BENEFIT OPTION (ABO) FOR YOU**

For purposes of this section, the term "ABO Eligible Life Insurance" refers to each of Your Life Insurance benefits for which the Accelerated Benefit Option is shown as available in the SCHEDULE OF BENEFITS.

If You become Terminally Ill, You or Your legal representative have the option to request Us to pay ABO Eligible Life Insurance before Your death. This is called an accelerated benefit. The request must be made while ABO Eligible Life Insurance is in effect.

**Terminally Ill or Terminal Illness** means that due to injury or sickness, You are expected to die within 24 months.

### **Requirements For Payment of an Accelerated Benefit**

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of each ABO Eligible Life Insurance benefit to be accelerated equals or exceeds \$10,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that You are Terminally Ill.

We will only pay an accelerated benefit for each ABO Eligible Life Insurance benefit once.

### **Proof of Your Terminal Illness**

We will require the following Proof of Your Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that You are Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

In determining whether You are Terminally Ill, the certification provided by Your Physician and the opinion of the Physician We chose to examine You may not agree. If this happens, You are not required to accept the opinion of the Physician We chose to examine You.

We will try to resolve the issue of whether You are Terminally Ill promptly and amicably. If We cannot, You may ask to have the issue mediated by, or submitted to binding arbitration with, a disinterested third party. As part of any final decision, the arbitrator or mediator will determine who will pay the cost of the arbitration or mediation.

You or Your legal representative should contact Us to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

### **Accelerated Benefit Amount**

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for each ABO Eligible Life Insurance benefit in effect for You, subject to the following:

**Maximum Accelerated Benefit Amount.** The maximum amount We will pay for each ABO Eligible Life Insurance benefit is shown in the SCHEDULE OF BENEFITS.

## **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOU (continued)**

**Scheduled Reduction of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to reduce within the 24 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of such ABO Eligible Life Insurance that will be in effect immediately after the reduction(s) scheduled for such period.

**Scheduled End of an ABO Eligible Life Insurance Benefit.** If an ABO Eligible Life Insurance benefit is scheduled to end due to Your age within 24 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit for such ABO Eligible Life Insurance benefit.

**Previous Conversion of an ABO Eligible Life Insurance Benefit.** We will not pay an accelerated benefit for any amount of ABO Eligible Life Insurance which You previously converted under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

### **Effect of Payment of an Accelerated Benefit**

**On premium for Your Insurance.** After We pay the accelerated benefit, any future premium will be waived for Basic Life Insurance, Optional Life Insurance, Optional Accidental Death and Dismemberment Insurance, Dependent Life Insurance, and Dependent Accidental Death and Dismemberment Insurance.

**On Your Life Insurance at Your death.** The amount of Life Insurance that We will pay at Your death will be decreased by the amount of the accelerated benefit paid by Us.

**On Your Life Insurance at conversion.** The amount to which You are entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU will be decreased by the amount of the accelerated benefit paid by Us.

**On Your Accidental Death and Dismemberment Insurance.** Payment of an accelerated benefit will not affect Your Accidental Death and Dismemberment Insurance.

### **Date Your Option to Accelerate Benefits Ends**

The accelerated benefit option will end on the earliest of:

- the date the ABO Eligible Life Insurance ends;
- the date You or Your legal representative assign all ABO Eligible Life Insurance; or
- the date You or Your legal representative have accelerated all ABO Eligible Life Insurance benefits.



## **LIFE INSURANCE: ACCELERATED BENEFIT OPTION (ABO) FOR YOUR SPOUSE OR STATE-REGISTERED DOMESTIC PARTNER**

If Your Spouse or State-Registered Domestic Partner becomes Terminally Ill, You or Your legal representative have the option to request Us to pay Life Insurance for Your Spouse or State-Registered Domestic Partner before Your Spouse or State-Registered Domestic Partner's death. This is called an accelerated benefit. The request must be made while Life Insurance for Your Spouse or State-Registered Domestic Partner is in effect.

**Terminally Ill or Terminal Illness** means that due to injury or sickness, Your Spouse or State-Registered Domestic Partner is expected to die within 24 months.

### **Requirements For Payment of an Accelerated Benefit**

Subject to the conditions and requirements of this section, We will pay an accelerated benefit to You or Your legal representative if:

- the amount of Life Insurance for the Terminally Ill Spouse or State-Registered Domestic Partner equals or exceeds \$10,000; and
- the ABO Eligible Life Insurance to be accelerated has not been assigned; and
- We have received Proof that Your Spouse or State-Registered Domestic Partner is Terminally Ill.

We will only pay an accelerated benefit for Life Insurance for Your Spouse or State-Registered Domestic Partner once.

### **Proof of Your Spouse or State-Registered Domestic Partner's Terminal Illness**

We will require the following Proof of Your Spouse or State-Registered Domestic Partner's Terminal Illness:

- a completed accelerated benefit claim form;
- a signed Physician's certification that Your Spouse or State-Registered Domestic Partner is Terminally Ill; and
- an examination by a Physician of Our choice, at Our expense, if We request it.

In determining whether Your Spouse or State-Registered Domestic Partner is Terminally Ill, the certification provided by Your Physician and the opinion of the Physician We chose to examine Your Spouse or State-Registered Domestic Partner may not agree. If this happens, You are not required to accept the opinion of the Physician We chose to examine Your Spouse or State-Registered Domestic Partner.

We will try to resolve the issue of whether Your Spouse or State-Registered Domestic Partner is Terminally Ill promptly and amicably. If We cannot, You may ask to have the issue mediated by, or submitted to binding arbitration with, a disinterested third party. As part of any final decision, the arbitrator or mediator will determine who will pay the cost of the arbitration or mediation.

You or Your legal representative should contact the Us to obtain a claim form and information regarding the accelerated benefit.

Upon Our receipt of Your request to accelerate benefits, We will send You a letter with information about the accelerated benefit payment You requested. Our letter will describe the amount of the accelerated benefits We will pay and the amount of Life Insurance remaining after the accelerated benefit is paid.

### **Accelerated Benefit Amount**

We will pay an accelerated benefit up to the percentage shown in the SCHEDULE OF BENEFITS for the amount of Life Insurance in effect for a Terminally Ill Spouse or State-Registered Domestic Partner, subject to the following:

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## **LIFE INSURANCE: ACCELERATE BENEFIT OPTION (ABO) FOR YOUR SPOUSE OR STATE-REGISTERED DOMESTIC PARTNER (continued)**

**Maximum Accelerated Benefit Amount.** The maximum amount We will pay is shown in the SCHEDULE OF BENEFITS.

**Scheduled Reduction of Life Insurance for a Terminally Ill Spouse or State-Registered Domestic Partner.** If the Life Insurance in effect for a Terminally Ill Spouse or State-Registered Domestic Partner is scheduled to reduce within the 24 month period after the date You or Your legal representative request an accelerated benefit, We will calculate the accelerated benefit using the amount of Life Insurance that will be in effect for Your Spouse or State-Registered Domestic Partner immediately after the reduction(s) scheduled for such period.

**Scheduled end of Life Insurance for a Terminally Ill Spouse or State-Registered Domestic Partner .** If the Life Insurance in effect for a Terminally Ill Spouse or State-Registered Domestic Partner is scheduled to end due to Your age, Your Spouse or State-Registered Domestic Partner 's age within 24 months after the date You or Your legal representative request an accelerated benefit, We will not pay an accelerated benefit.

We will pay the accelerated benefit in one sum unless You or Your legal representative select another payment mode.

### **Effect of Payment of an Accelerated Benefit**

**On Premiums for Life Insurance.** After We pay the accelerated benefit, any future premiums for Dependent Life Insurance You are required to pay for Life Insurance for Your Spouse or State-Registered Domestic Partner will be waived.

**On Payment of Life Insurance at Your Spouse or State-Registered Domestic Partner's death.** The amount of Life Insurance that We will pay at death of Your Spouse or State-Registered Domestic Partner for whom We paid an accelerated benefit will be decreased by the amount of the accelerated death benefit paid by Us for Your Spouse or State-Registered Domestic Partner .

**On Life Insurance at conversion.** The amount to which Your Spouse or State-Registered Domestic Partner for whom We paid an accelerated benefit is entitled to convert under the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS provision will be decreased by the amount of the accelerated benefit paid by Us for Your Spouse or State-Registered Domestic Partner .

**On Your Spouse or State-Registered Domestic Partner's Accidental Death and Dismemberment Insurance.** Payment of an accelerated benefit will not affect Your Spouse or State-Registered Domestic Partner's Accidental Death and Dismemberment Insurance.

### **Date Your Option to Accelerate Benefits Ends**

The accelerated benefit option for Your Spouse or State-Registered Domestic Partner will end on the earliest of:

- the date Life Insurance for Your Spouse or State-Registered Domestic Partner ends;
- the date Your rights in Life Insurance for Your Spouse or State-Registered Domestic Partner are assigned; or
- the date You or Your legal representative have accelerated all Dependent Life Insurance benefits.

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU**

If Your life insurance ends 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 Your life insurance ends because:

- You cease to be in an eligible class;
- Your employment ends;
- 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.

### **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.

### **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.

### **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.

## **LIFE INSURANCE: CONVERSION OPTION FOR YOU (continued)**

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 OR BECOME DISABLED UNDER CERTAIN CONDITIONS**

#### **If You Die Within 60 Days of the Date Portability Eligible Life Insurance Ends**

If You die within 60 days of the date Portability Eligible Life Insurance ends and an application to Port is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU.

#### **If a former Dependent Dies Within 60 Days of the Date Portability Eligible Life Dependent Insurance Ends**

If a former Dependent dies within 60 days of the date Portability Eligible Dependent Life Insurance ends and an application for a new certificate is not received by Us during such period, We will determine whether Your life insurance qualifies for payment. This determination will be made in accordance with the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS.

#### **If You Become Eligible To Have Insurance Continued Due To Your Total Disability**

If You obtain a new individual conversion policy because Your life insurance ends or is reduced and You later become eligible to have insurance continued under the section entitled ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED, We will only continue Your life insurance under such section if the conversion policy is returned to Us.

If the conversion policy is returned to Us, We will refund the premium paid for such policy without interest, less any debt incurred under such policy.

We will not pay a benefit for insurance under both the Group Policy and the new individual conversion policy.

## **LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS**

If life insurance for a Dependent ends for any of the reasons stated below, You or that Dependent will have the option to buy from Us an individual policy of life insurance on the life of the Dependent ("new policy") 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 the Dependent's insurability will not be required.

### **When You or a Dependent Will Have the Option to Convert**

You will have the option to convert life insurance for a Dependent when life insurance for the Dependent ends because:

- You cease to be eligible for PEBB benefits;
- Your employment ends;
- this Group Policy ends, provided You have been insured for life insurance for the Dependent for at least 5 continuous years; or
- this Group Policy is amended to end all life insurance for Dependents for an eligible class of which You are a member, provided You have been insured for life insurance for the Dependent for at least 5 continuous years.

A Dependent will have the option to convert when:

- life insurance for such Dependent ends because that Dependent ceases to qualify as a Dependent as defined in this certificate, or
- You die.

You must notify Us in the event that a Dependent ceases to qualify as a Dependent as defined in this certificate.

### **Application Period**

If You or a Dependent opt to convert as stated above, We must receive a completed conversion application form within 60 days of the date Life Insurance for the Dependent ends.

### **Option Conditions**

The option to convert is subject to the following:

- A. Our receipt within the Application Period of:
  - a Written application for the new policy for the Dependent; 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 which is applied for;
  - the Dependent's class of risk; and
  - the Dependent's 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, 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 Life Insurance for the Dependent ends or is reduced; this will be the case regardless of the duration of the Application Period.

## **LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS (continued)**

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

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

- the amount of Life Insurance for the Dependent that ends under this Group Policy less the amount of life insurance for Dependents 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 life insurance for a Dependent ends or is reduced due to the Policyholder's or Employing Agency's organizational restructuring, the maximum amount of insurance that may be elected for the new policy is the amount of life insurance for the Dependent that ends under this Group Policy less the amount of life insurance for dependents 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 for a Dependent 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 for a Dependent that ends under this Group Policy.

### **ADDITIONAL PROVISIONS IF A DEPENDENT DIES**

#### **If a Dependent Dies Within the 60 Days After Life Insurance for a Dependent Ends**

If a Dependent dies within 60 days after the date life insurance for the Dependent ends or is reduced by an amount eligible for convert, Proof of the Dependent's 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 that could have been converted.

The amount that could have been converted will not be paid as insurance under both a new individual conversion policy and the Group Policy.

## **ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED**

If You become Totally Disabled while You are insured for Continuation Eligible Insurance under this policy, You may qualify to continue certain insurance under this section. If continued, premium payment will not be required. We will determine if You qualify for this continuation after We receive Proof that You have satisfied the conditions of this section.

Total Disability must start before You attain age 60 and while You are insured for Continuation Eligible Insurance.

Your Total Disability must continue without interruption from the date You became Totally Disabled through the end of the Continuation Waiting Period.

### **DEFINITIONS**

For the purpose of this section, "Continuation Eligible Insurance" means

- Basic Life Insurance; and
- Optional Life Insurance;
- Dependent Life Insurance if You continue Optional Life Insurance;

to the extent that such insurance was in effect for You on the date Your Total Disability began.

Continuation Eligible Insurance does not include:

- Life Insurance amounts accelerated under the section entitled LIFE INSURANCE: ACCELERATED BENEFIT OPTION FOR YOU.

**Continuation Waiting Period** means the period which starts on the date You become Totally Disabled and ends 6 consecutive months later.

**Total Disability** or **Totally Disabled** means, for purposes of this section, that due to an injury or sickness:

- You are unable to perform the material duties of Your regular job; and
- You are unable to perform any other job for which You are fit by education, training or experience.

### **TOTAL DISABILITY AND PROOF REQUIREMENTS**

If You become disabled You should contact Us as soon as reasonably possible. After the Continuation Waiting Period ends, You must send Us Proof that You were Totally Disabled with no interruption throughout the Continuation Waiting Period. You must do this within the time frame specified in the section entitled FILING A CLAIM.

As part of such Proof, We may choose a Physician to examine You to verify that You are Totally Disabled. We will pay for the exam.

After We receive and review Your Proof, We will determine if You qualify. We will notify You in writing of Our decision.

To verify that You continue to be Totally Disabled without interruption, We may require from time to time that You send Us Proof that You continue to be Totally Disabled. We will not ask for Proof more than once each year.

### **IF YOU OR YOUR DEPENDENT DIE DURING CONTINUATION**

If You or Your Dependent die during the continuation, Proof of the death must be sent to Us. In addition to the Proof which is otherwise required for the insurance, the Proof must show that Your Total Disability continued with no interruption from the date We informed You that the continuation was approved until the date of the death.

## **ELIGIBILITY FOR CONTINUATION OF CERTAIN INSURANCE WHILE YOU ARE TOTALLY DISABLED (continued)**

When We receive such Proof with the claim, We will review the claim and if We approve it, will pay any benefit payable under the insurance continued under this section.

### **EFFECT OF PREVIOUS CONVERSION**

If You converted any portion of Your Continuation Eligible Life Insurance to an individual policy, We will only pay the life insurance under this section if the individual policy is returned to Us. If it is returned to Us, We will refund to Your estate the premiums paid for such policy without interest, less any debt incurred under such policy.

If such individual policy is not returned to Us, We will pay the life insurance in effect under the individual policy.

We will not pay insurance under both the Group Policy and the individual policy.

### **EFFECT OF PREVIOUS ELECTION TO PORT COVERAGE**

If You ported any portion of Your Continuation Eligible Insurance to a certificate under another policy, We will only pay insurance under this section if the other policy's certificate is surrendered to Us. If it is returned to Us, We will refund to Your estate the premiums paid under such policy without interest.

If that certificate is not returned to Us, We will pay any insurance which applies under the other policy's certificate.

We will not pay insurance under both this Group Policy and the other policy.

### **DATE CONTINUATION ENDS**

The Continuation Eligible Insurance continued under this section may be continued in a reduced amount on account of Your age or the payment of accelerated benefits and will end at the earliest of:

1. the date You die;
2. the date Your Total Disability ends;
3. the date You do not give Us Proof of Total Disability, as required;
4. the date You refuse to be examined by Our Physician, as required; or
5. with respect to Dependent Life Insurance, the date You no longer have any Dependents.

### **Option To Convert Your Continuation Eligible Life Insurance**

When a continuation under this section ends, You may buy an individual policy of life insurance from Us. The details of this option are described in the section entitled LIFE INSURANCE: CONVERSION OPTION FOR YOU and LIFE INSURANCE: CONVERSION OPTION FOR YOUR DEPENDENTS. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the conversion option described in those sections if before the end of the Application Period for conversion You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to convert any of Your Continuation Eligible Life Insurance which You have already converted to an individual policy.

### **Option To Port Your Continuation Eligible Insurance**

When a continuation under this section ends, You may elect to port to a different policy the insurance which has been continued under this section. The details of this option are described in the At Your Option: Portability subsection of the CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT section. For the purpose of that section, the end of this continuation will be considered the end of Your employment. You may not use the portability option described in that section if before the end of the Portability Request Period, You return to Active Work in an eligible class and become insured under the Group Policy. You will not be able to port any of Your Continuation Eligible Insurance which You have already converted to an individual policy.



## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If You or a Dependent sustain an accidental injury that is the Direct and Sole Cause of a Covered Loss described in the SCHEDULE OF BENEFITS, Proof of the accidental injury and Covered Loss must be sent to Us. When We receive such Proof We will review the claim and, if We approve it, will pay the insurance in effect on the date of the injury.

**Direct and Sole Cause** means that the Covered Loss occurs within 12 months of the date of the accidental injury and was a direct result of the accidental injury, independent of other causes.

We will deem a loss to be the direct result of an accidental injury if it results from unavoidable exposure to the elements and such exposure was a direct result of an accident.

### PRESUMPTION OF DEATH

You and/or a Dependent will be presumed to have died as a result of an accidental injury if:

- the aircraft or other vehicle in which You and/or a Dependent were traveling disappears, sinks, or is wrecked; and
- the body of the person who has disappeared is not found within 1 year of:
  - the date the aircraft or other vehicle was scheduled to have arrived at its destination, if traveling in an aircraft or other vehicle operated by a Common Carrier; or
  - the date the person is reported missing to the authorities, if traveling in any other aircraft or other vehicle.

### EXCLUSIONS (See notice page for residents of Missouri)

We will not pay benefits under this section for any loss caused or contributed to by:

1. physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity;
2. infection, other than infection occurring in an external accidental wound or from food poisoning;
3. suicide or attempted suicide;
4. intentionally self-inflicted injury;
5. service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country;
6. any incident related to:
  - travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger;
  - travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight;
  - parachuting or otherwise exiting from an aircraft while such aircraft is in flight, except for self-preservation;
  - travel in an aircraft or device used:
    - for testing or experimental purposes;
    - by or for any military authority; or
    - for travel or designed for travel beyond the earth's atmosphere;
7. committing or attempting to commit a felony;
8. the voluntary intake or use by any means of:

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

- any drug, medication or sedative, unless it is:
    - taken or used as prescribed by a Physician; or
    - an "over the counter" drug, medication or sedative taken as directed;
  - alcohol in combination with any drug, medication, or sedative; or
  - poison, gas, or fumes; or
9. war, whether declared or undeclared; or act of war, insurrection, rebellion or active participation in a riot.

### **Exclusion for Intoxication**

We will not pay benefits under this section for any loss if the injured party is intoxicated at the time of the incident and is the operator of a vehicle or other device involved in the incident.

**Intoxicated** means that the injured person's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For any other loss sustained by You, or for any loss sustained by a Dependent, We will pay benefits to You.

If You or a Dependent sustain more than one Covered Loss due to an accidental injury, the amount We will pay, on behalf of any such injured person, will not exceed the Full Amount.

We will pay benefits 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.

If You and any Dependent die within a 24 hour period, We will pay the Dependent's Accidental Death and Dismemberment Insurance to the Beneficiary receiving payment of Your Accidental Death and Dismemberment Insurance including payment of any Additional Benefits, or We may pay Your estate. If a Beneficiary is a minor or is incompetent to receive payment, We will pay that person's guardian.

### **APPLICABILITY OF PROVISIONS**

The provisions set forth in this ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section apply to all Accidental Death and Dismemberment Insurance – Additional Benefit sections included in this certificate except as may otherwise be provided in such Additional Benefit sections.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: SEAT BELT USE**

If You or a Dependent die as a result of an accidental injury, We will pay this additional Seat Belt Use benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**Seat Belt** means any restraint device that:

- meets published United States Government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

**The term includes** any child restraint device that meets the requirements of state law.

### **BENEFIT AMOUNT**

The Seat Belt Use benefit is an additional benefit equal to 10% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$25,000.

If it is unclear whether the Seat Belt was properly fastened, the Seat Belt Use benefit is \$1,000.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For loss of a Dependent's life, We will pay benefits to You.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: AIR BAG USE**

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the deceased person:
  - was in an accident while driving or riding as a passenger in a Passenger Car equipped with an Air Bag(s);
  - was riding in a seat protected by an Air Bag;
  - was wearing a Seat Belt which was properly fastened at the time of the accident; and
  - died as a result of injuries sustained in the accident.

A police officer investigating the accident must certify that the Seat Belt was properly fastened and that the Passenger Car in which the deceased was traveling was equipped with Air Bags. A copy of such certification must be submitted to Us with the claim for benefits.

**Passenger Car** means any validly registered four-wheel private passenger car, four-wheel drive vehicle, sports-utility vehicle, pick-up truck or mini-van. It does not include any commercially licensed car, any private car being used for commercial purposes, or any vehicle used for recreational or professional racing.

**Seat Belt** means any restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

**The term includes** any child restraint device that meets the requirements of state law.

**Air Bag** means an inflatable restraint device that:

- meets published United States government safety standards;
- is properly installed by the car manufacturer; and
- is not altered after the installation.

### **BENEFIT AMOUNT**

The Air Bag Use Benefit is an additional benefit equal to 5% of the Full Amount shown in the SCHEDULE OF BENEFITS. However, the amount We will pay for this benefit will not be less than \$1,000 or more than \$10,000.

If it is unclear whether the Seat Belt was properly fastened or that the seat in which the deceased was traveling was protected by Air Bags, the Air Bag Use benefit is \$1,000.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For a loss of a Dependent's life, We will pay benefits to You.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: CHILD CARE**

If You die as a result of an accidental injury, We will pay this additional Child Care benefit if:

1. We pay a benefit for loss of Your life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that:
  - on the date of death a Child was enrolled in a Child Care Center; or
  - within 12 months after the date of death a Child was enrolled in a Child Care Center.

**Child Care Center** means a facility that:

- is operated and licensed according to the law of the jurisdiction where it is located; and
- provides care and supervision for children in a group setting on a regularly scheduled and daily basis.

### **BENEFIT AMOUNT**

For each Child who qualifies for this benefit, We will pay an amount equal to the Child Care Center charges incurred for a period of up to 4 consecutive years, not to exceed:

- an annual maximum of \$5,000; and
- an overall maximum of 12% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We will not pay for Child Care Center charges incurred after the date a Child attains age 12.

We may require Proof of the Child's continued enrollment in a Child Care Center during the period for which a benefit is claimed.

### **BENEFIT PAYMENT**

We will pay this benefit quarterly when We receive Proof that Child Care Center charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date You die and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: CHILD EDUCATION**

If You die as a result of an accidental injury, We will pay this additional Child Education benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that on the date of death a Child was:
  - enrolled as a full-time student in an accredited college, university or vocational school above the 12th grade level; or
  - at the 12th grade level and, within one year after the date of death, enrolls as a full-time student in an accredited college, university or vocational school.

### **BENEFIT AMOUNT**

For each Child who qualifies for this benefit, We will pay an amount equal to the tuition charges incurred for a period of up to 4 consecutive academic years, not to exceed:

- an academic year maximum of \$10,000; and
- an overall maximum of 20% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We may require Proof of the Child's continued enrollment as a full-time student during the period for which a benefit is claimed.

### **BENEFIT PAYMENT**

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the person who pays such charges on behalf of the Child.

If this benefit is in effect on the date of death and there is no Child who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: SPOUSE OR STATE-REGISTERED DOMESTIC PARTNER EDUCATION**

If You die as a result of an accidental injury, We will pay this additional Spouse or State-Registered Domestic Partner Education benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that:
  - on the date of Your death, Your Spouse or State-Registered Domestic Partner was enrolled as a full-time student in an accredited school; or
  - within 12 months after the date of Your death, Your Spouse or State-Registered Domestic Partner enrolls as a full-time student in an accredited school.

### **BENEFIT AMOUNT**

We will pay an amount equal to the tuition charges incurred for a period of up to 1 academic year, not to exceed:

- an academic year maximum of \$5,000; and
- an overall maximum of 5% of the Full Amount shown in the SCHEDULE OF BENEFITS.

We may require Proof of the Spouse or State-Registered Domestic Partner's continued enrollment as a full-time student during the period for which a benefit is claimed.

### **BENEFIT PAYMENT**

We will pay this benefit semi-annually when We receive Proof that tuition charges have been paid. Payment will be made to the Spouse or State-Registered Domestic Partner.

If this benefit is in effect on the date You die and there is no Spouse or State-Registered Domestic Partner who could qualify for it, We will pay \$1,000 to Your Beneficiary in one sum.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: HOSPITAL CONFINEMENT**

Subject to the provisions of the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, We will pay this additional benefit if:

1. We receive Proof that You or a Dependent are confined in a Hospital as a result of an accidental injury which is the direct cause of such confinement independent of other causes; and
2. this benefit is in effect on the date of the injury.

### **BENEFIT AMOUNT**

We will pay an amount for each full month of Hospital Confinement equal to the lesser of:

- 1% of the Full Amount shown in the SCHEDULE OF BENEFITS; and
- \$2,500.

We will pay this benefit on a monthly basis beginning on the 5th day of confinement, for up to 12 months of continuous confinement. This benefit will be paid on a pro-rata basis for any partial month of confinement.

We will only pay benefits for one period of continuous confinement for any accidental injury. That period will be the first period of confinement that qualifies for payment.

### **BENEFIT PAYMENT**

Benefit payments will be made monthly. Payment will be made to You.



## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (continued)**

### **ADDITIONAL BENEFIT: COMMON CARRIER**

If You or a Dependent die as a result of an accidental injury, We will pay this additional benefit if:

1. We pay a benefit for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section;
2. this benefit is in effect on the date of the injury; and
3. We receive Proof that the injury resulting in the deceased's death occurred while traveling in a Common Carrier.

### **BENEFIT AMOUNT**

The Common Carrier Benefit is shown in the SCHEDULE OF BENEFITS.

### **BENEFIT PAYMENT**

For loss of Your life, We will pay benefits to Your Beneficiary.

For a loss of a Dependent's life, We will pay benefits to You.

## **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 premiums outstanding at the time We make payment.

When a claimant files a claim to continue Life Insurance on account of Total Disability, notice and Proof should be sent to Us as soon as reasonably possible, but in any event must be received by Us within 12 months of the date the claimant became Totally Disabled, except in the case of legal incapacity of the claimant.

## **FILING A CLAIM**

### **CLAIMS FOR ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

When there has been a Covered Loss, notify Us by calling 1-866-548-7139. This notice should be given to Us as soon as is reasonably possible but in any case within 20 days of the Covered Loss. The claim form will be sent to You or the beneficiary or beneficiaries of record.

The claim form should be completed and sent along with Proof of the Covered Loss to Us as instructed on the claim form. If You or the beneficiary have not received a claim form within 15 days of giving notice of the claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

The claimant must give us Proof no later than 90 days after the date of the Covered Loss.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice or Proof are given as soon as is reasonably possible.

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 premiums outstanding at the time We make payment.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends 3 years after the date such Proof is required.

## GENERAL PROVISIONS

### Assignment

You may assign Your Life Insurance rights and benefits under the Group Policy as a gift or as a viatical assignment. You may also assign Your Accidental Death and Dismemberment Insurance rights and benefits under the Group Policy as a gift. We will recognize the assignee(s) under such assignment as owner(s) of Your right, title and interest in the Group Policy if:

1. a Written form satisfactory to Us, affirming this assignment, has been completed;
2. the Written form has been Signed by You and the assignee(s);
3. the Policyholder acknowledges that Your Life Insurance and Optional Accidental Death and Dismemberment Insurance being assigned is in force on the life of the assignor; and
4. the Written form is delivered to Us for recording.

All other insurance under the Group Policy may not be assigned 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:

- Your Spouse or State-Registered Domestic Partner;
- 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
- 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.

If an insured employee who is a member of an eligible class dies and a surviving Spouse elects to continue Dependent Insurance in effect on the date of the insured employee's death, such surviving Spouse will be deemed the Certificateholder thereafter for purposes of determining payment of benefits and designating a Beneficiary. Only Dependents covered on the date of the insured employee's death are eligible for continued coverage.

For Your Life Insurance for Your Dependents, We will pay You as the Beneficiary if alive. If you are not alive, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse or State-Registered Domestic Partner;
- Your biological child(ren), legally adopted child(ren), and stepchildren, including children of Your State-Registered Domestic Partner;

## **GENERAL PROVISIONS (continued)**

- Your natural or adopted parent(s); or
- 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 You and any Dependent die within a 24 hour period, We will pay the Dependent's Life Insurance to the Beneficiary receiving payment of your Life Insurance or We may pay Your estate. 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.

#### **For Life Insurance**

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.

#### **For Accidental Death and Dismemberment Insurance**

We will not use Your statements which relate to insurability to contest Accidental Death and Dismemberment Insurance after it has been in force for 2 years during Your life, unless the statement is fraudulent. 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, unless the statement is fraudulent.

### **Misstatement of Age**

If Your or Your Dependent's 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.

### **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.

### **Physical Exams**

If a claim is submitted for insurance benefits other than life insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

## **GENERAL PROVISIONS (continued)**

### **Autopsy**

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.