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**GROUP LIFE INSURANCE  
CERTIFICATE OF COVERAGE**

**POLICYHOLDER:** TETON SCHOOL DISTRICT #401

**POLICY NUMBER:** ID 03969I

**REVISED EFFECTIVE DATE:** SEPTEMBER 1, 2014

This is to certify that LifeMap Assurance Company has issued and delivered the Group Life Insurance Policy to the Policyholder. The Policy insures the Employees of the Policyholder who are eligible for the insurance, become insured and continue to be insured according to the terms of the Policy. The terms of the Policy that affect your insurance are contained in the following pages. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the Policy.

The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

This Certificate of Coverage describes the benefits that an insured Employee is entitled to receive and becomes a part of the Policy. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

This Certificate voids and replaces any prior Certificate issued under the Group Policy Number shown above.

All terms of insurance under the Policy begin and end at 12:01 a.m. Standard time in the place where the Policy is delivered.

**This Certificate includes an Accelerated Benefit. Receipt of this benefit may adversely affect eligibility for Medicaid or other government benefits or entitlements and may be taxable. Assistance should be sought from a personal tax and/or legal advisor before applying for an Accelerated Benefit.**

*The Coverage Outline on Page C-2 will tell you the classes of employees eligible for insurance, when eligibility for insurance begins, if you are required to contribute to the cost of your insurance, and the amounts of insurance provided by the Policy. The Table of Contents on Page C-3 will help you find specific provisions. The Definitions section on Page C-4 will provide definitions of important terms used in this Certificate.*

Signed for LifeMap Assurance Company at its Home Office in Portland, Oregon.

Chairman

President

## COVERAGE OUTLINE

**ELIGIBLE CLASSES:** Class 01 - All full-time active Employees working a minimum of 30 hours per week on a regular basis.

Class 02 - All eligible Retirees in the following sub-classes who elect Retiree coverage:

Class 02(a) - Retirees insured for a Life benefit amount of \$100,000 or more while an active Employee.

Class 02(b) - Retirees insured for a Life benefit amount of at least \$70,000 but less than \$100,000 while an active Employee.

Class 02(c) - Retirees insured for a Life benefit amount of at least \$50,000 but less than \$70,000 while an active Employee.

Class 02(d) - Retirees insured for a Life benefit amount of at least \$30,000 but less than \$50,000 while an active Employee.

Class 02(e) - Retirees insured for a Life benefit amount of less than \$30,000 while an active Employee

An individual can only be insured under one Class at any one time.

**WAITING PERIOD:** None.

For Class 01 - Eligibility Date means the Employee's date of hire.

For Class 02 – Eligibility Date means the date the Employee retires in accordance with the Policyholder's Retirement Plan.

**EMPLOYEE CONTRIBUTION:** Class 01 – Life and AD&D Insurance are noncontributory. Dependent Life Insurance is contributory.

Class 02 – Life and Dependent Life Insurance are contributory. Premiums are paid by your PERSI fund. Once PERSI funds are exhausted, you may continue coverage for you and your eligible Dependents by sending premiums directly to us.

### BENEFIT SCHEDULE

#### LIFE AND AD&D INSURANCE

<u>ELIGIBLE CLASS</u>	<u>EMPLOYEE'S LIFE INSURANCE</u>	<u>EMPLOYEE'S AD&amp;D PRINCIPAL SUM</u>
Class 01	\$20,000	\$20,000
Class 02	(a) \$50,000 (b) \$40,000 (c) \$30,000 (d) \$20,000 (e) \$10,000	N/A. Retirees are not eligible for AD&D Insurance

**BENEFIT SCHEDULE**  
**(continued)**

**LIFE GUARANTEE ISSUE AMOUNT:** All amounts of Life Insurance are Guarantee Issue.

**BENEFIT REDUCTIONS:**

For Class 01 - Life and AD&D Benefits reduce to 65% at age 65, to 50% at age 70 and to 35% at age 75.

For Class 02 - None. Life Benefits do not reduce due to age.

**DEPENDENT LIFE INSURANCE**

<b><u>ELIGIBLE CLASS</u></b>	<b><u>Spouse</u></b>	<b><u>Children: Birth to age 26</u></b>
Class 01	\$2,500	\$2,500
Class 02	\$2,000	\$2,000

**CERTIFICATE OF COVERAGE  
TABLE OF CONTENTS**

<b>Page C-4</b>	<b>Definitions</b>
<b>Page C-9</b>	<b>Eligibility and Effective Dates</b> Eligibility Effective Date of Insurance When We May Require Evidence of Insurability Actively At Work Provision Changes In Insurance When Insurance Ends
<b>Page L-1</b>	<b>Life Insurance</b> Facility of Payment Repatriation Settlement Options Extension of Life Insurance During Total Disability Accelerated Benefit for Terminal Illness Conversion Portability
<b>Page AD-1</b>	<b>Accidental Death and Dismemberment Insurance</b> Covered Losses Adaptive Home and Vehicle Benefit Child Education Benefit Coma Benefit Day Care Benefit Exposure and Disappearance Benefit Felonious Assault Benefit Seat Belt and Air Bag Benefit Spouse Education Benefit Rehabilitation Benefit Exclusions
<b>Page DL-1</b>	<b>Dependent Life Insurance</b> Dependent's Eligibility Dependent's Effective Date Deferred Effective Date Benefit Amount When Insurance Ends Extension of Insurance During Employee's Total Disability Conversion

**Page CL-1**

**Claims**

Claim Forms  
Proof of Loss  
Physical Exam and Autopsy  
Incontestability  
Payment of Claims  
Review Procedure  
Legal Actions  
Contact Information

**Page G-1**

**General Provisions**

Misstatement of Age  
Clerical Error or Omission  
Policy Changes  
Agency  
Certificates  
Assignment

## **DEFINITIONS**

**Actively at Work** or **Active Work** means performing the material and substantial duties of your own occupation at the Employer's usual place of business.

**Active Employment** means the Employee is:

1. working for the Employer on a regular and active basis for at least the minimum number of hours stated in the Coverage Outline;
2. receiving regular Earnings from the Employer; and
3. employed:
  - a. at the Employer's usual place of business; or
  - b. at a location to which the Employer's business requires the Employee to travel.

**Application** means the document pertaining to the plan of insurance applied for by the Policyholder. This document is attached to the Policy.

**Beneficiary** or **Beneficiaries** means the person or persons designated to receive the Life Insurance Proceeds.

**Beneficiary Designation** means the written instrument in which beneficiaries are named or changed. The Beneficiary Designation must be:

1. signed and dated by you; and
2. delivered to the Employer during your lifetime; and
3. in a form acceptable to us.

If the Policy replaces all or part of insurance provided by an earlier group policy through the same Employer, a Beneficiary Designation under the earlier policy may be accepted.

**Certificate** means a document prepared by us which sets forth:

1. the benefits to which the insured Employee is entitled;
2. the method by which we determine to whom benefits are payable; and
3. the conditions, limitations, exclusions and requirements that apply.

**Child** means your or your Spouse's or Domestic Partner's dependent child who is under age 26, unmarried, not in a domestic partnership and who meets any of the following criteria:

1. your or your Spouse's or Domestic Partner natural child, step child, adopted child or a child legally placed with you or your Spouse or Domestic Partner for adoption; or
2. a child for whom you or your Spouse or Domestic Partner have court-appointed legal guardianship; or
3. a child for whom you or your Spouse or Domestic Partner are required to provide coverage by a legal Qualified Medical Child Support Order (QMCSO).

Your or your Spouse's or Domestic Partner's child who is age 26 or over and incapable of self-support because of developmental disability or physical handicap that began before his or her 26th birthday will continue to be covered if you submit written evidence of the child's incapacity within 31 days of the later of the child's 26th birthday or your or your Spouse's or Domestic Partner's Effective Date.

A child born to you or your Spouse or Domestic Partner while this policy is in force will be immediately covered as an insured dependent from the moment of birth. An adopted newborn child placed with you or your Spouse or Domestic Partner within 60 days of birth is covered from the date of birth. An adopted child placed with you or your Spouse or Domestic Partner more than 60 days after the date of birth is covered from the date of placement.

This newborn child coverage will continue for 60 days from the moment of birth or date of placement. In order for coverage to continue beyond 60 days We must receive: (1) written notice of the birth of the newborn child, adoption, or the placement for adoption; and (2) payment of any required additional premium within 31 days following receipt of the premium billing for the additional dependent child.

**Confirmation Statement** means a letter that verifies the benefit level you have been approved for and the effective date of coverage.

**Contributory Insurance** means you must pay a part or all of the premiums. All such payments must be made directly to the Employer. If you are a Retiree, all such premiums are paid by your PERSI fund. Once your PERSI fund is exhausted, you may continue coverage by sending premiums directly to us.

**Coverage Outline** means a summary of the eligible classes, Waiting Periods, amounts of insurance, and other relevant information which applies to the coverage provided by the Policy. The Coverage Outline forms Page C-2 of this Certificate.

**Dependent** means your Spouse or Domestic Partner or Child who is not in full time military service.

**Domestic Partner** means an adult of the same or opposite sex who has an emotional and financial relationship with you, as evidenced by the following facts:

1. you and your domestic partner share a residence and the financial responsibility for the joint household and intend to continue an exclusive relationship indefinitely;
2. you and your domestic partner each are at least eighteen (18) years of age;
3. you and your domestic partner are both mentally competent to enter into a binding contract;
4. neither you nor your domestic partner are married to or legally separated from anyone else;
5. you and your domestic partner are not related to one another by blood closer than would bar marriage; and
6. neither you nor your domestic partner is a domestic partner of anyone else.

**Earnings** means your rate of earnings from your Employer in effect on your last full day of Active Work. It includes your total earnings before taxes, including any shift differential, and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It includes earnings actually received from commissions just prior to your last full day of Active Work, but does not include renewal commissions, bonuses, overtime pay, any other extra compensation or earnings received from sources other than your Employer.

Commissions will be averaged for the lesser of:

1. the 12 full calendar month period of your employment with your Employer just prior to your last full day of Active Work; or
2. the period of actual employment with your Employer.

**Employee** means a person who:

1. is in Active Employment with the Employer;
2. is eligible for insurance according to the Coverage Outline;
3. has federal taxes deducted from his or her Earnings and has had FICA deducted, matched and remitted by the Employer;
4. is not a temporary, seasonal or contract Employee; and
5. is a citizen of the United States or legally works in the United States; or
6. is an eligible Retiree.

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company named in the Application for the Policy or any Policy amendments.

**Evidence of Insurability** means a statement or proof of a person's medical history which we will use to determine if the person is approved for insurance. Evidence of Insurability will be at the Employee's expense for late enrollees.

**Illness** means sickness, disease, pregnancy, or complications of pregnancy.

**Noncontributory Insurance** means you are not required to pay any part of the premiums.

**Physician** means a person who:

1. is licensed to practice medicine and prescribe and administer drugs or perform surgery; or
2. is legally qualified as a medical practitioner providing services within the scope of his license and is required to be recognized under the Policy for insurance purposes according to the insurance statutes/regulations of the governing jurisdiction; and
3. is not the Employee or a relative of the Employee.

**Policy**, when capitalized, means the insurance policy issued and delivered to the Policyholder, including any endorsements, amendments and/or riders.

**Policyholder** means the person, individual firm, trust or other organization named in the Application for the Policy and to whom the Policy has been issued.



**Proceeds** means the amount of insurance we will pay as a benefit. This amount is based on the class of insurance for which the person is eligible according to the Coverage Outline.

**Proof** or **Proof of Loss** means a properly completed claim form; **plus:**

1. for **Life Insurance** - a certified death certificate or a death decreed by court order;
2. for **Accidental Death** - in addition to the certified death certificate:
  - a. coroner's report;
  - b. investigating agency's report or police records;
  - c. Employer's Workers' Compensation report of claim, if applicable; and
  - d. news accounts, if available;
3. for **Accidental Dismemberment** -
  - a. medical records;
  - b. investigating agency's report or police records;
  - c. Employer's Worker's Compensation report of claim, if applicable; and
  - d. news accounts, if available;
4. for **Disability** -
  - a. completed statements by the Employee and the Employer;
  - b. a completed statement by the attending Physician(s), which must describe any restrictions on the Employee's performance of the duties of any occupation for Extension of Life Insurance;
  - c. proof of any other earnings and/or social security award;
  - d. a signed authorization for us to obtain more information; and
  - e. any other items we may reasonably require in support of the claim.

**Public Employee Retirement System Of Idaho** means the retirement system for public employees of the State of Idaho as provided for in Idaho Code Title 56, Chapter 13. Also referred to as PERSI.

**Retiree** means an Employee of the Policyholder who:

1. meets the Policyholder's definition of an eligible retiree; and
2. retired in accordance with the Policyholder's Retirement Plan

**Retirement Plan** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions. Retirement plan includes but is not limited to any plan which is part of any federal, state, county, municipal or association retirement system.

**Spouse** means your legal husband or wife as defined by your state of residence. If a husband and wife or both domestic partners are insured under this Policy as Employees, then each may be insured as a Spouse or Domestic Partner under the other Employee's Dependent Life Insurance.

**Waiting Period** means the continuous length of time you must be in Active Employment before becoming eligible for coverage under the Policy. The Waiting Period is shown in the Coverage Outline.

**We, Us** and **Our** refer to LifeMap Assurance Company.

**You** and **Your** refer to the insured Employee.

## **ELIGIBILITY AND EFFECTIVE DATES**

This section explains how and when an Employee may enroll under the Policy and when an Employee's insurance will end.

### **A. ELIGIBILITY**

You are eligible for coverage under the Policy if you meet the eligibility requirements stated in the Coverage Outline. Your eligibility date is the **later** of:

1. the effective date of the Policy; or
2. the date specified in the Coverage Outline which follows your completion of the Waiting Period.

If you are a former employee who is rehired within 6 months of the date your employment terminated, your previous service in an eligible class will apply toward the waiting period to determine your eligibility date.

### **B. EFFECTIVE DATE OF INSURANCE**

#### **Active Employees**

Subject to Item D. **ACTIVELY AT WORK PROVISION** and any Evidence of Insurability requirements, you will become insured:

1. **for Noncontributory Insurance** - on your eligibility date;
2. **for Contributory Insurance** - as follows:
  - a. if you enroll within 31 days after first becoming eligible, on your eligibility date;
  - b. if you enroll more than 31 days after first becoming eligible, on the first day of the billing period following the date we approve Evidence of Insurability.

#### **Retirees**

1. For Retirees in Active Employment on the day immediately preceding their retirement date – You become insured on the date you retire, provided you enroll for Retiree coverage within 31 days after your retirement date.
2. For Retirees approved for Extended Life Insurance while an Active Employee – You become insured on the first day of the month following the date extended Life Insurance ends, provided you enroll for Retiree benefits prior to that date.

### **C. WHEN WE MAY REQUIRE EVIDENCE OF INSURABILITY**

We will require Evidence of Insurability for all persons applying for insurance in any of the following situations:

1. the amount of insurance exceeds the guarantee issue amount shown in the Coverage Outline;
2. for Contributory Insurance - enrollment is made more than 31 days after you first became eligible; or

3. you have previously converted your insurance under the Policy to an individual policy which is in force. If you become eligible again following rehire, no coverage will take effect under the Policy unless satisfactory Evidence of Insurability is submitted to us.

The effective date of coverage may be delayed due to our review of your Evidence of Insurability. If insurance is approved, you will receive a Confirmation Statement showing the amount and effective date of coverage. Coverage will begin on the effective date shown provided you are Actively at Work on that date and the required premium has been paid.

#### **D. ACTIVELY AT WORK PROVISION**

Coverage will take effect as scheduled only if you are Actively at Work all day on the last regular working day before the scheduled effective date. If you are absent from work due to illness (including pregnancy or complications of pregnancy) or injury, coverage will not become effective until the first day after you complete one full day of Active Work.

However, coverage will take effect on your regular day off, a holiday, or a paid vacation day, if the regularly scheduled effective date falls on that date and you were Actively at Work on the last regular working day before that date.

This Actively at Work requirement also applies to any increase in your coverage.

If this policy replaces another group life policy within 60 days, this policy will cover you and your Dependents, without regard to actively at work or non-confinement provisions, if you and your Dependents:

1. were covered under the prior life policy on its termination date; and
2. are within the definitions of eligibility for this policy; and
3. would otherwise be eligible under this policy.

Life Insurance coverage for you and your Dependents will continue until the date coverage would end in accordance with the termination provisions of this policy.

This policy will not exclude or reduce benefits for pre-existing conditions for those Insureds and Dependents covered under the prior policy, if benefits would have been paid under the prior policy.

#### **E. CHANGES IN INSURANCE**

Changes in insurance due to changes in salary, classification and plan design will become effective on the first day of the month following or coinciding with the date of the change (or the 15th day of the month following or coinciding with the date of the change if the effective date of the Policy is the 15th of any month), except that:

1. all increases in insurance are subject to Item D. ACTIVELY AT WORK PROVISION; and
2. insurance which exceeds the guarantee issue amount shown in the Coverage Outline will not take effect until we have approved the Evidence of Insurability. In such case, the Policyholder and the Employee will be notified of the effective date of the insurance which is over the guarantee issue amount. However, once Evidence of Insurability has been approved, any further increases in insurance will not require submission of Evidence of Insurability.

## **F. WHEN INSURANCE ENDS**

Your insurance under the Policy will end on the **earliest** of the following dates:

1. the date the Policy terminates;
2. the last day of the period for which you have made any required contribution (Contributory Insurance);
3. the date employment terminates (please note: payment of premium for an employee who no longer meets the eligibility requirement does not continue coverage for such employee);
4. the date you retire, unless you enroll for Retiree benefits;
5. the date you cease to be eligible.

Ceasing to be Actively at Work will be deemed termination of employment except that coverage may be continued with premium payment (unless coverage ends under 1. through 5. above) as follows:

### **Disability:**

Coverage may be continued if your:

- a. ability to work is limited due to illness or injury; and
- b. eligibility ends because you are working a reduced number of hours.

If eligible, coverage will be continued during your period of disability, for up to 6 months.

### **Temporary Layoff or Labor Dispute:**

Coverage may be continued during a temporary layoff or labor dispute, including any strike, work slowdown, or lockout.

If eligible, coverage will be continued through the end of the month that immediately follows the month in which the temporary layoff or labor dispute begins.

### **Military Service Leave of Absence:**

Coverage may be continued during a leave of absence for military service of 30 days or more.

If eligible, coverage will be continued for up to the greater leave period provided under **Leave of Absence** or **Family and Medical Leave of Absence** below.

### **Leave of Absence:**

Coverage may be continued during a leave of absence approved in writing in advance by your Employer.

If eligible, coverage will continue through the end of the month that immediately follows the month in which the leave of absence begins.

**Family and Medical Leave of Absence:**

Coverage may be continued during a Family and Medical Leave of Absence as defined by the Federal Family and Medical Leave Act of 1993, and any amendments.

If eligible, coverage will continue up to the greater of the leave period required under the:

- i. Federal Family and Medical Leave Act of 1993, and any amendments; or
- ii. applicable state law.

If your Employer's company rules do not provide for continuation of an Employee's Life and AD&D coverage during a Family and Medical Leave of Absence, your coverage will be reinstated when you return to active employment. We will not:

- i. apply a new Waiting Period; or
- ii. require Evidence of Insurability.

## **LIFE INSURANCE**

Subject to any reduction or termination provisions of the Policy, if you die while insured under the Policy, we will pay the Life Insurance Proceeds to your Beneficiary(ies) when we receive Proof of your death.

Proceeds are based on the class of insurance for which you are eligible on the last day of Active Work according to the Coverage Outline.

### **FACILITY OF PAYMENT**

The following paragraphs describe to whom we will pay the Proceeds when you die. Our liability for the payment ends if we make it in good faith.

#### **A. PAYMENT TO BENEFICIARIES**

We will pay the Proceeds to the designated Beneficiary or Beneficiaries listed on your enrollment form. If one or more Beneficiaries die before you, the deceased Beneficiaries and their estates have no rights to the Proceeds. Two or more surviving Beneficiaries will share equally, unless otherwise specified.

#### **B. WHEN THERE IS NO SURVIVING BENEFICIARY**

If there is no designated Beneficiary, or if the designated Beneficiary does not survive you, we will pay the Proceeds in equal shares to your surviving relatives of the highest rank of the following:

1. spouse or Domestic Partner;
2. children;
3. parents; or
4. your estate.

**Children**, for the purposes of the Facility of Payment provision only, means biological and adopted children.

#### **C. IF THE BENEFICIARY IS A MINOR OR INCOMPETENT**

If a Beneficiary is a minor or not competent, we have the right to pay up to \$1,000 to the person or institution who appears to us to have assumed the Beneficiary's custody and principal support. We will take this action until or unless a formal complaint is made by a legal representative of the Beneficiary.

Our liability for the above payment ends if we make it in good faith. We will pay remaining benefits upon Proof acceptable to us of guardianship or conservatorship to the legal estate of the minor child or incompetent Beneficiary.

#### **D. ADDITIONAL PAYMENT OF PROCEEDS**

We may pay up to \$500 of the Proceeds, according to law, to any person who appears to us to have incurred costs from your last illness, death, or funeral.

## **REPATRIATION BENEFIT**

We will pay a Repatriation Benefit in addition to the Life Insurance Proceeds if your death occurs more than 100 miles from your primary place of residence.

The Repatriation Benefit payable is the lesser of:

1. the expense incurred for:
  - a. preparation of your body for burial or cremation; and
  - b. transportation of your body to the place of burial or cremation; or
2. 10% of the Life Insurance Proceeds; or
3. \$5,000.

## SETTLEMENT OPTIONS

We will pay the Proceeds in a lump sum to the designated Beneficiary or Beneficiaries unless another settlement option has been selected. Following are the other settlement options available.

### A. MONTHLY PAYMENTS

Proceeds may be paid to each Beneficiary on a monthly basis for a fixed term of years if:

1. a written election is made by you; or
2. we receive a written request from each Beneficiary who is to receive Proceeds; and
3. we agree.

Each such monthly payment must be at least \$100.

The following table describes how monthly payments will be calculated.

**TABLE OF MONTHLY PAYMENTS PER \$1,000 OF PROCEEDS**

<u>Years Payable</u>	<u>Monthly Payment</u>
1	\$84.28
2	\$42.66
3	\$28.79
4	\$21.86
5	\$17.70
10	\$ 9.39
15	\$ 6.64
20	\$ 5.27

The above payments are based on 2.5% interest, compounded annually. We may also pay an additional interest that we may declare from year to year.

The first payment will be paid:

1. on the date Proceeds would have been paid in one sum; or
2. on the date the Beneficiary requests.

If all Beneficiaries receiving monthly payments die, we will pay the unpaid Proceeds plus earned interest in one sum to the estate of the last surviving Beneficiary.

### B. OTHER SETTLEMENT OPTIONS

Other settlement options may be arranged if you and we agree. We will furnish data on these other options upon request.



## **EXTENSION OF LIFE INSURANCE DURING TOTAL DISABILITY**

**This provision does not apply to Accidental Death and Dismemberment Insurance or Retiree Life Insurance.**

Subject to the conditions which follow, we will continue your Life Insurance if we receive Proof of your Total Disability which began while this insurance was in force.

**Total Disability** or **Totally Disabled** means that as the result of illness or injury you are unable to perform the material duties of **any** occupation for which you are or become reasonably suited by education, training or experience and are under the Regular Care of a Physician.

**Regular Care of a Physician** means attended by a Physician whose treatment is:

1. consistent with the diagnosis of the disabling condition;
2. according to guidelines established by medical, research and rehabilitative organizations; and
3. administered as often as needed to achieve the maximum medical improvement.

Premiums for you must be paid to us during the first 6 months of your continuous Total Disability. If you submit Proof of Total Disability acceptable to us, Life Insurance will be continued without further payment of premium:

1. for the period of continuous Total Disability; and
2. for as long as the required Proof of continuous Total Disability is given to us, subject to Item D. WHEN EXTENDED LIFE INSURANCE ENDS.

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

### **A. QUALIFYING FOR EXTENDED INSURANCE**

To qualify for extended insurance, you must:

1. be Totally Disabled due to injury or illness;
2. first become Totally Disabled while insured for Life Insurance under this Policy;
3. have been Totally Disabled for at least 6 consecutive months;
4. be under age 60 on the date Total Disability began;
5. give us written Proof of continuous Total Disability within 12 months after the date the Total Disability began; and
6. give us written Proof of continuous Total Disability during the last 3 months of each subsequent 12 month term after the first.

If Proof of continuous Total Disability cannot be given to us within these times:

1. it must be given as soon as is reasonably possible; and
2. it must be given within 3 months after the time it is otherwise required.

We have the right to require that you undergo an exam by a Physician of our choice or approved by us. This exam will be done at our expense. We will not require an exam more than once a year after Total Disability has continued for two years.

**NOTE:** If you become Totally Disabled on or after your 60<sup>th</sup> birthday, but otherwise meet the above conditions for extended insurance, your Employer will continue your Basic Life insurance by payment of premium, subject to Item D. **WHEN EXTENDED LIFE INSURANCE ENDS**, except that coverage extended in this manner ends on the earlier of the date the Policy terminates or your attainment of age 65. This election of continued coverage applies to all qualified Employees of the Employer.

If you do not meet the above conditions for extended insurance and your coverage ends under the Policy, you may convert to an individual life policy under the terms shown in **CONVERSION**.

#### **B. AMOUNT OF EXTENDED INSURANCE**

The amount of insurance extended or paid will be the amount for which you were covered on the last day of Active Work, subject to any reduction or termination provisions of the Policy.

#### **C. IF THE INSURED DIES**

If you die prior to the date satisfactory Proof of Total Disability is furnished, we will pay the amount that would otherwise have been continued, if:

1. the Total Disability began while you were covered under the Policy; and
2. your death occurred within one year after the date the Total Disability began; and
3. we are given Proof of continuous Total Disability within one year after the date you died; and
4. we are given Proof of death.

#### **D. WHEN EXTENDED LIFE INSURANCE ENDS**

Extended Life Insurance will end on the earliest date you:

1. are no longer Totally Disabled;
2. fail to give us the required Proof of continuous disability;
3. refuse to undergo a medical exam at our request;
4. convert to an individual policy; or
5. reach age 65; or
6. enroll for Retiree benefits.

## **E. CONVERSION RIGHTS**

If this extended Life Insurance benefit ends, or is denied, you become entitled to the conversion rights of the Policy as if eligibility ended on the date this benefit ended or was denied. However, if you become insured again under the Policy within 31 days after extended benefits ended, conversion rights will be denied.

## ACCELERATED BENEFIT FOR TERMINAL ILLNESS

**This provision does not apply to Accidental Death and Dismemberment Insurance or Retiree Life Insurance.**

If you are diagnosed by a Physician as Terminally Ill while insured for Life Insurance under the Policy, you may request payment of an Accelerated Benefit.

**Accelerated Benefit** means the amount of Life Insurance that may be paid in advance of your death if you are Terminally Ill. The amount of the Accelerated Benefit will be determined as shown in Item A. **BENEFIT AMOUNT AND BENEFIT COST.**

**Terminally Ill or Terminal Illness** means that you are diagnosed as having a medical condition that causes your life expectancy to be 12 months or less. Satisfactory Proof of such limited life expectancy must be submitted to us. Proof shall include, but is not limited to, clinical, radiological and laboratory evidence.

We may require, at our expense, an exam by a Physician of our choice.

### A. BENEFIT AMOUNT AND BENEFIT COST

If you voluntarily request payment of an Accelerated Benefit and provide satisfactory Proof, we will pay the benefit to you. You may select the Accelerated Benefit amount, except that the amount may not exceed the **lesser** of:

1. 80 % of the Life Insurance in force on your life; or
2. \$250,000.

There is no cost for the Accelerated Benefit unless it is exercised. If exercised, the cost will be the interest, in advance, on the Accelerated Benefit for 12 months.

In no event will the interest rate be higher than the **greater** of:

1. the current yield on 90-day Treasury bills; or
2. the current maximum statutory adjustable policy loan interest rate.

The following formula will be used to calculate the interest charged:

Let A = amount of Accelerated Benefit you requested  
i = annual interest rate charged  
I = amount of interest charged

$$I = A - \frac{A}{1 + i}$$

The cost of the benefit as defined above will be deducted from the Accelerated Benefit Proceeds.

The Accelerated Benefit will be paid in one lump sum. Only one Accelerated Benefit may be paid during your lifetime under this Policy.

## **B. CONDITIONS**

Payment of an Accelerated Benefit is subject to the following conditions:

1. The written consent of any assignee or irrevocable beneficiary must be given to us.
2. The Accelerated Benefit is available on a voluntary basis only, therefore:
  - a. if you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
  - b. if you are required by a government agency to use this option in order to apply for, obtain or keep a government benefit or entitlement;you are not eligible for this benefit.
3. In the event you die after a request is made, but before the Accelerated Benefit is paid:
  - a. the Accelerated Benefit is not payable; and
  - b. the Life Insurance Proceeds of the Policy will be paid to the Beneficiary as if no request had been made.
4. The Accelerated Benefit is not available to retirees.

## **C. INDEPENDENT MEDICAL OPINION**

If you and we do not agree on the diagnosis of Terminal Illness, either may request, in writing, the opinion of an independent Physician as follows:

1. Each party will select a Physician.
2. Both Physicians will:
  - a. examine you and all medical records; and
  - b. submit an opinion.
3. If the two Physicians do not agree, they will choose a third disinterested Physician acceptable to both.
4. The third Physician will:
  - a. examine you and the medical records; and
  - b. provide an independent third opinion.
5. If the opinion of the third Physician is in your favor, we will:
  - a. accept the decision as binding; and
  - b. pay the expenses of the Physicians involved.
6. If the opinion is in our favor:
  - a. we will pay the expenses of our Physician and the third Physician; and
  - b. you will pay the expenses of your Physician.
7. A decision by the third Physician in our favor is not binding on you; you may take further action.

#### **D. EFFECT ON LIFE AMOUNT**

The amount of your Life Insurance after payment of an Accelerated Benefit will be the amount of Life Insurance in force as if no Accelerated Benefit had been paid; **less:**

1. the cost of this benefit (as figured in Item A. BENEFIT AMOUNT AND BENEFIT COST);  
and
2. the Accelerated Benefit paid to you.

#### **E. WAIVER OF PREMIUM**

At the time the Accelerated Benefit is paid, we will waive the Life Insurance premium for the amount of Life Insurance that remains in force after payment of the Accelerated Benefit.

## **CONVERSION**

**This provision does not apply to Accidental Death and Dismemberment Insurance.**

Subject to the conditions which follow, any person insured under this Policy may convert all or part of this coverage to an individual life policy issued by Texas Life Insurance Company (herein called Texas Life) without Evidence of Insurability. Time served under this Policy will apply to the incontestability and suicide exclusion provisions of the conversion policy issued by Texas Life.

### **A. ELIGIBILITY FOR CONVERSION**

An insured person will be eligible to obtain an individual life insurance policy during the conversion period if his or her coverage, or any portion of it, ends under this Policy due to:

1. termination of employment;
2. termination of membership in an eligible class;
3. ceasing to be eligible according to the eligibility provisions of this Policy;
4. retirement, excluding any Retiree coverage elected by the insured person; or
5. termination or reduction of benefit due to reaching a specified age as shown in the Coverage Outline.

### **B. TIME LIMIT FOR CONVERSION**

An individual life insurance policy will be issued only if the insured person gives Texas Life a written request to convert within 31 days of the date his or her coverage ends under this Policy.

The premiums for the first term of coverage for the individual policy must be paid before the policy will be issued. The conversion policy will take effect at the end of the 31 day conversion period.

### **C. CONVERSION POLICY BENEFITS**

The conversion policy will be on an individual plan of life insurance offered by Texas Life, except term insurance, and will not include any disability benefits. Premium rates for the conversion policy will be based on:

1. the person's age at the date of issue of the whole life policy; and
2. the premium rates then in use by Texas Life.

The face amount of the conversion policy must be at least \$1,000, but may not exceed the lesser of:

1. The amount of group life insurance in force under this Policy on the last day of coverage; or
2. \$150,000.

#### **D. CONVERSION WHEN THIS POLICY TERMINATES**

If this Policy terminates or is amended so as to reduce or terminate insurance, the person's conversion rights are limited as follows:

1. Conversion is available only if the person was covered under this Policy for five years prior to the date of termination of insurance; and
2. The amount the person may convert is limited to the lesser of:
  - a. the amount of insurance which ended under this Policy, less any other group life insurance through the same Employer for which the person becomes eligible during the 31 day conversion period; or
  - b. \$10,000.

The face amount of the conversion policy must be at least \$1,000.

#### **E. IF THE INSURED PERSON DIES**

If the insured person dies during the 31 day conversion period, we will pay a life benefit under this Policy. The Proceeds payable will be the maximum amount available for conversion, whether or not application for conversion was made.

Any individual policy issued in accordance with this conversion provision must be surrendered without a claim and any premiums paid for it will be refunded.

#### **F. PROTECTING THE RIGHT TO EXTENDED INSURANCE**

Conversion to an individual policy will not void any right under extended insurance if all of the conditions of that provision are met within the time required. If insurance is extended, any individual policy issued in accordance with this conversion provision must be surrendered without a claim and any premiums paid for it will be refunded.



## **PORTABILITY**

### **This provision does not apply to Accidental Death and Dismemberment Insurance or Retiree Life Insurance.**

If your coverage would otherwise end, you may elect to continue Life Insurance under the Group Policy for yourself and your insured Dependents if you meet the following eligibility requirements.

#### **A. ELIGIBILITY**

To qualify for Portability, you and/or your Spouse must:

1. be insured for Life Insurance under the Policy immediately before electing Portability; and
2. be under age 65; and
3. be terminating coverage for reasons other than:
  - a. your disability; or
  - b. a military leave of absence that extends beyond the period provided under G. When Insurance Ends; or
  - c. your retirement; or
4. cease to be in an eligible class for reasons other than disability; and
5. submit a Request for Portability of Life Insurance form with payment of the first premium within 31 days of the date coverage ends under the Group Policy.

In addition, your Spouse or Domestic Partner may elect to continue Life Insurance coverage for himself/herself and his/her Dependent Child(ren) without the continuation of your Life Insurance coverage if your Spouse is widowed, divorced, legally separated from you or your domestic partnership is terminated.

Please contact LifeMap Assurance Company at 1-800-794-5390 or (503) 721-7161 to obtain a Request for Portability of Life Insurance Form and Premium Calculation Sheet.

If a Portability request form and premium payment are received as specified in Item 5. above, confirmation of Portability coverage will be sent to you and/or your Spouse.

Portability is not available to any person opting for coverage under a Conversion Policy.

#### **B. LIFE BENEFIT**

The amount of Life Insurance that may be ported is the amount in force on the day coverage would otherwise have ended under the Policy. However, the maximum amount that may be ported in combination with any Voluntary Life Insurance is limited to \$500,000. You may choose to continue a lesser amount in multiples of \$1,000; however, the minimum amount available to port is \$10,000.

The amount of insurance that may be ported for your insured Dependents is the amount in force on the day coverage would otherwise have ended under the Policy. However, the maximum amount that may be ported in combination with any Voluntary Spouse Life Insurance is limited to \$500,000.

### **C. LIMITATIONS**

The provision in the Policy entitled EXTENSION OF LIFE INSURANCE DURING TOTAL DISABILITY is not available for any disability that begins after coverage under Portability becomes effective. Once Portability becomes effective, the ACCELERATED BENEFIT FOR TERMINAL ILLNESS is not available.

### **D. PREMIUM**

The premium for Portability coverage will be the same as the premium paid for Life Insurance under the group Policy, except that an administration fee will be added to each bill. Premium may be paid on a quarterly, semi-annual or annual basis.

**To determine premium for Portability, see the Request for Portability of Life Insurance Form and Premium Calculation Sheet.**

### **E. TERMINATION OF PORTABILITY COVERAGE**

Portability coverage will terminate on the earliest of the following dates:

1. the date the Group Policy terminates;
2. the date your coverage becomes effective under the same Group Policy after returning to work for the Policyholder or an Employer insured under the Policyholder;
3. the day after the last period for which premiums were paid;
4. the premium due date next following the date you reach age 65;
5. if you ported coverage, the date you are subsequently approved for Extension of Life Insurance;
6. for your Spouse, the premium due date next following the date your Spouse reaches age 65;
7. for a Dependent Child, the date the child ceases to qualify under the terms "Child(ren)" or "Dependent" as defined in the Group Policy.

If you and/or your insured Dependents cease to qualify for Portability Insurance, you and/or your insured Dependents may purchase a Conversion Policy as stated under the Conversion provision.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### This provision does not apply to Retirees

We will pay the amount of the Proceeds shown in the Table of Losses below when we receive satisfactory Proof of Accidental Bodily Injury to you which results in a Covered Loss. Such loss must:

1. result from an Accidental Bodily Injury which occurred while insured for this benefit; and
2. occur within 365 days after the date of the Accidental Bodily Injury.

**Accidental Bodily Injury** means immediate traumatic physical damage to the body which:

1. results directly from an unexpected and unintentional event; and
2. is independent of disease, bodily infirmity or any other cause.

**Covered Loss** means, with regard to:

1. **Life** - death;
2. **Hand or foot** - complete severance through or above the wrist or ankle joint;
3. **Thumb and index finger** - complete severance through or above the metacarpophalangeal joints;
4. **Sight** - entire and unrecoverable loss of sight;
5. **Speech or Hearing** - entire and unrecoverable loss of speech or hearing (loss in both ears);
6. **Uniplegia** - complete and irreversible loss of the use (paralysis) of one limb;
7. **Paraplegia** - complete and irreversible loss of the use (paralysis) of both lower limbs;
8. **Hemiplegia** - complete and irreversible loss of the use (paralysis) of the upper and lower limbs on one side of the body;
9. **Triplegia** - complete and irreversible loss of the use (paralysis) of three limbs; or
10. **Quadriplegia** - complete and irreversible loss of the use (paralysis) of both upper and both lower limbs.

We will pay the Proceeds to the Beneficiary in the case of Accidental Loss of Life. Unless otherwise specified, Proceeds for all other Covered Losses are payable to you.

### A. COVERED LOSSES

#### Table of Losses

We will pay the Proceeds for a Covered Loss as shown in the following table:

<u>For Accidental Loss of</u>	<u>Amount Payable</u>
Life.....	Principal Sum
Quadriplegia.....	Principal Sum
Triplegia or Paraplegia.....	Three-quarters of the Principal Sum
Hemiplegia.....	One-half of the Principal Sum
One hand, one foot or sight of one eye .....	One-half of the Principal Sum
Speech or Hearing.....	One-half of the Principal Sum
Uniplegia.....	One-quarter of the Principal Sum
Thumb and Index finger on either hand.....	One-quarter of the Principal Sum
Two or more of the above losses resulting from the same accident .....	Principal Sum or the sum of the Proceeds payable for each loss, whichever is less

The Accidental Death and Dismemberment "Principal Sum" is shown in the Coverage Outline.

No more than 100% of the Principal Sum will be paid for all Covered Losses resulting from any one accident, except as specifically provided under Items B. through J. below.

## **B. ADAPTIVE HOME AND VEHICLE BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you suffer an Accidental Bodily Injury which results in a Covered Loss, an Adaptive Home and Vehicle Benefit will be payable in addition to the Covered Loss. For this benefit to be payable:

1. Such home alterations must be:
  - a. made by a person or persons with experience in such alterations; and
  - b. recommended by a recognized organization associated with the injury;
2. such vehicle modifications must be:
  - a. carried out by a person or persons with experience in such matters; and
  - b. approved by the Motor Vehicle Department.

The Adaptive Home and Vehicle Benefit payable is the lesser of:

1. 5 % of the Principal Sum; or
2. \$5,000; or
3. the actual one-time cost,

for such alterations and/or modifications, incurred within two years from the date of the accident, to your:

1. principal residence; and/or
2. Private Automobile,

to make the residence accessible to you, or the Private Automobile driveable or rideable for you.

**Private Automobile** means a four-wheeled, private passenger car, station wagon, pick-up truck, van or jeep-type automobile which is not being used as a Common Carrier.

**Common Carrier** means a conveyance operated by a concern, other than the Employer, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

### **C. CHILD EDUCATION BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you die as a result of an Accidental Bodily Injury, a Child Education Benefit is payable in addition to the Principal Sum. This benefit is payable to each Dependent child who qualifies as a Student.

**Student**, for the purpose of this Child Education Benefit, means a person who is your Dependent on the date of your death and who:

1. is a post-high school student who attends a school for higher learning on a full time basis on the date of your death; or
2. became a full time post-high school student in a school for higher learning within 365 days after your death and was a student in the 12<sup>th</sup> grade on the date of your death.

The term “full time” student shall mean registered for not less than 12 course credit hours per semester. If the institution establishes full time student status by a method other than semester credit hours, we reserve the right to determine whether the student qualifies as full time.

No benefit is payable to any Dependent child who has not furnished proof to us of his or her Student status.

The Child Education Benefit payable is the lesser of:

1. the actual tuition expense for any one school year; or
2. 5% of the Principal Sum; or
3. \$5,000.

We will not pay more than one Child Education Benefit per Student during any one school year.

If the Student is a minor, we will pay benefits to the Student’s legal representative.

The Child Education Benefit will no longer be payable on the first to occur of:

1. the date on which the 4<sup>th</sup> Child Education Benefit is paid; or
2. the end of the 12<sup>th</sup> consecutive month during which the Dependent has not furnished satisfactory proof to us that he or she is a Student.

If no Dependent child qualifies as a Student, we will pay \$2,500, in accordance with your beneficiary designation.

#### **D. COMA BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if as a result of an Accidental Bodily Injury you:

1. become Comatose within 31 days from the date of the accident; and
2. remain continuously Comatose for at least 30 days,

we will pay a Coma Benefit.

**Coma** means complete and continuous:

1. unconsciousness; and
2. inability to respond to external or internal stimuli.

The Coma Benefit is a monthly amount equal to 1% of the Coma Maximum Benefit Amount and is payable for each month after the 30-day waiting period in which you remain in a Coma.

The Coma Maximum Benefit Amount equals the Principal Sum under the AD&D Benefit, less all other payments under the AD&D Benefit for all losses which are due to the same accident.

The Coma Benefit will no longer be payable on the earliest of:

1. the end of the month in which you die;
2. the end of the month in which you recover from the Coma;
3. the date on which the total of Coma Benefit payments equals the Coma Maximum Benefit Amount; or
4. the date on which 100 Coma Benefit payments have been made.

Monthly coma benefit payments will be payable to your legal guardian, or in the event no legal guardian is appointed, to the person, who in our opinion, is responsible for your care. In the event of your death, any Accidental Death benefits payable will be paid to your beneficiary.

## **E. DAY CARE BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you die as a result of an Accidental Bodily Injury, a Day Care Benefit is payable in addition to the Principal Sum. The Day Care Benefit is payable for each Dependent if:

1. such Dependent is less than age 12 at the time of your death; and
2. proof of such Dependent's enrollment in a Day Care Program is provided as described below.

The Day Care Benefit payable is the lesser of:

1. 5% of the Principal Sum; or
2. \$5,000.

One Day Care Benefit is payable each year for each Dependent who qualifies for Day Care Benefits. No more than four Day Care Benefits will be payable for each Dependent. Payment will be made to the person who has primary responsibility for such Dependent's expenses.

Proof of a Dependent's enrollment in a Day Care Program may be in the form of, but will not be limited to, the following:

1. a copy of the Dependent's approved enrollment application in a Day Care Program;
2. canceled check(s) which prove payment for a Day Care Program; or
3. a letter from the Day Care Program stating that the Dependent:
  - a. is attending a Day Care Program; or
  - b. has been enrolled in a Day Care Program and will be attending within 365 days of your death.

Proof of enrollment must be sent to us prior to the last day of the 12th month on or next following the date of your death.

**Day Care Program** means a program of child care which:

1. is operated in a private home, school or other facility;
2. provides and charges a fee for the care of children; and
3. is licensed as a Day Care Center or is operated by a licensed Day Care Provider, if such licensing is required by the state or jurisdiction in which it is located; or
4. if licensing is not required, provides child care on a daily basis for 12 months a year.

A Day Care Program will not mean a program of child care which is provided by an immediate relative of the child receiving the care. An immediate relative is a sibling, parent, step-parent, grandparent, aunt or uncle.

If no Dependent qualifies for Day Care Benefits, we will pay \$2,500, in accordance with your beneficiary designation.

## **F. EXPOSURE AND DISAPPEARANCE BENEFIT**

Exposure to the elements which results in a Covered Loss will be presumed to be an Accidental Bodily Injury if:

1. it results from the forced landing, stranding, sinking or wrecking of a conveyance in which you were an occupant at the time of the accident; and
2. the Policy would have covered an Accidental Bodily Injury resulting from the accident.

We will presume that you suffered Loss of Life if:

1. your body has not been found within one year after the disappearance of a conveyance in which you were an occupant at the time of its disappearance;
2. the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
3. the Policy would have covered an Accidental Bodily Injury resulting from the accident.

## **G. FELONIOUS ASSAULT BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if:

1. you suffer an Accidental Bodily Injury as the result of a Felonious Assault; and
2. the Accidental Bodily Injury results in a Covered Loss within 180 days after the date of the Accidental Bodily Injury,

a Felonious Assault Benefit is payable in addition to the Principal Sum.

The Felonious Assault Benefit payable is an amount equal to 10% of the Principal Sum, not to exceed \$10,000.

**Felonious Assault** means a violent or criminal act directed at you during the course of:

1. a robbery, hold-up, kidnapping or criminal assault; or
2. an attempt at any of the above,

which constitutes a felony under the law.

Such Felonious Assault must not be committed by an Employee of the Employer, or by your family member, or by a member of the household in which you live.



## **H. SEAT BELT BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you die as a result of an Accidental Bodily Injury, while:

1. a passenger riding in; or
2. the licensed operator of,

an Automobile and, at the time of the accident, you were properly wearing a Seat Belt as verified in the official report of the accident or by the investigating officer, then a Seat Belt Benefit will be payable in addition to the Principal Sum.

The Seat Belt Benefit payable is the lesser of:

1. the Principal Sum; or
2. \$10,000;

however, if such verification is not available and it is unclear whether you were properly wearing a Seat Belt at the time of the accident, we will pay a benefit of \$1,000, in addition to the Principal Sum.

**Automobile** means a duly registered four-wheeled, private passenger car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

**Seat Belt** means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications.

## **AIR BAG BENEFIT**

If a Seat Belt Benefit is payable, we will pay an additional 50% of the Seat Belt Benefit, not to exceed \$5,000, as an Air Bag Benefit, provided that:

1. you were positioned in a seat that was equipped with a factory installed Air Bag; and
2. you were properly strapped in the Seat Belt when the Air Bag inflated; and
3. the police report establishes that the Air Bag inflated properly upon impact.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications, that inflates upon collision to protect an individual from injury and death. An Air Bag is not considered a Seat Belt.

## **I. SPOUSE OR DOMESTIC PARTNER EDUCATION BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you die as a result of an Accidental Bodily Injury, a Spouse or Domestic Partner Education Benefit is payable in addition to the Principal Sum. This benefit is payable to your Spouse or Domestic Partner.

To qualify for this benefit, your Spouse or Domestic Partner must be enrolled in an Occupational Training program:

1. for the purpose of obtaining an independent source of income; and
2. within two years of the date of your death.

The Spouse Education Benefit payable is the lesser of:

1. the Expense Incurred for Occupational Training; or
2. 5% of the Principal Sum; or
3. \$5,000.

We will pay the Spouse or Domestic Partner Education Benefit immediately after we receive proof that your Spouse has enrolled in an Occupational Training Program.

If there is no surviving Spouse or Domestic Partner, we will pay \$2,500, in accordance with your beneficiary designation.

**Occupational Training** means any:

1. education;
2. professional; or
3. trade training

program which prepares the Spouse or Domestic Partner for an occupation for which he or she otherwise would not have been qualified.

**Expense Incurred** means:

1. the actual tuition charged, exclusive of room and board; and
2. the actual cost of the materials needed

for the Occupational Training program. The expense must be incurred during the two year period that begins on the date of your death.

## **J. REHABILITATION BENEFIT**

Subject to all conditions and limitations of this AD&D Benefit, if you suffer an Accidental Bodily Injury which results in a Covered Loss, a Rehabilitation Benefit will be paid in addition to the Principal Sum.

The Rehabilitation Benefit payable is the lesser of:

1. the Expense Incurred for Rehabilitative Training; or
2. 5% of the Principal Sum; or
3. \$5,000.

**Rehabilitative Training** means any training which:

1. is required due to your injury; and
2. prepares you for an occupation in which you would not have engaged except for the injury.

**Expense Incurred** means the actual cost of the:

1. training; and
2. materials needed for the training.

The expense must be incurred during the two year period that begins on the date of your accident.

## K. EXCLUSIONS

Even though a loss results from Accidental Bodily Injury, no payment will be made under this section if either the Accidental Bodily Injury or the loss are caused by, or incurred as a result of, any of the following:

1. suicide, intentionally self-inflicted injury, or any attempt to injure oneself, while sane or insane;
2. active participation in a riot. "Active participation" does not include being at the scene of a riot during the performance of official duties;
3. war or any act of war, whether declared or undeclared;
4. injury suffered while serving in the military forces of any country, except during a period of extended coverage as shown in the Military Service Leave of Absence provision under G. WHEN INSURANCE ENDS;
5. committing or attempting to commit an assault or felony;
6. any sickness, disease or pregnancy existing at the time of the Accidental Bodily Injury, or any medical treatment for such sickness, disease or pregnancy;
7. heart attack (including but not limited to myocardial infarction) or stroke (including but not limited to cerebrovascular accident);
8. bodily infirmity or disease from bacterial or viral infections, other than infection caused from an Accidental Bodily Injury sustained while you were covered under this section of the Policy;
9. taking medications, drugs, sedatives, narcotics, barbiturates, amphetamines or hallucinogens unless prescribed for you and used and consumed in accordance with the directions of the prescribing physician or administered to you by a licensed physician; or
10. travel, flight in or descent from any aircraft, including balloons and gliders, except as a fare-paying passenger on a regularly scheduled flight.
11. the insured Employee's intoxication.

**Intoxication** means that blood alcohol content or the results of other means of testing blood alcohol level, meet or exceed the legal presumption of intoxication under the law of the state where the accident took place.

**Extension of Benefits:** In the event you suffer a covered loss due to dismemberment, paralysis, loss of sight, speech or hearing after this policy terminates as a result of a disabling condition that occurred while this policy was in effect, benefits for such dismemberment, paralysis, loss of sight, speech or hearing will be payable under this policy, in accordance with its terms, limitations and exceptions as if this policy had not terminated.

## **DEPENDENT LIFE INSURANCE**

We will pay the Proceeds due under this Dependent Life Insurance section to you when we receive Proof of an insured Dependent's death.

### **A. DEPENDENT'S ELIGIBILITY**

A dependent becomes eligible for coverage on the later of the following dates:

1. the date you become eligible; or
2. the date the person becomes a Dependent.

### **B. DEPENDENT'S EFFECTIVE DATE**

#### **Active Employees**

Subject to Item C. DEFERRED EFFECTIVE DATE and any Evidence of Insurability requirements, an eligible Dependent becomes insured:

1. for **Noncontributory Insurance** - on the later of the following dates:
  - a. the date your insurance takes effect; or
  - b. the date you first acquire a Dependent.
2. for **Contributory Insurance** - as follows:
  - a. for Dependents enrolling within 31 days after first becoming eligible, on the date the Dependent becomes eligible; or
  - b. for Dependents enrolling more than 31 days after first becoming eligible, on the first day of the billing period following the date we approve Evidence of Insurability for such dependent. If approved, you will receive a Confirmation Statement showing the amount and effective date of coverage. Coverage will begin on the effective date shown, subject to Item C. DEFERRED EFFECTIVE DATE, provided you are Actively at Work on that date and the required premium has been paid.

#### **Retirees**

Provided you enroll for Dependent Life Insurance, an eligible Dependent becomes insured on the later of:

1. the date your Retiree coverage takes effect; or
2. the date you first acquire a Dependent.

### **C. DEFERRED EFFECTIVE DATE**

If, on the date a Dependent would otherwise become insured or receive an increase in coverage, the Dependent is confined to a hospital, skilled nursing facility or similar institution due to an illness or injury, that Dependent's effective date will be deferred until the Dependent is no longer confined.

### **D. BENEFIT AMOUNT**

We will pay Proceeds based on the amount of insurance shown in the Coverage Outline for:

1. the Dependent's age at the time of his or her death; and
2. according to your class on the date of the Dependent's death.

## **E. WHEN INSURANCE ENDS**

A Dependent's insurance under the Policy will end on the **earliest** of the following dates:

1. the date the person ceases to be an eligible Dependent;
2. for the Spouse, the date divorce is final or for the Domestic Partner, the date your domestic partnership is terminated;
3. the last day of the period for which you have made any required contribution (Contributory Insurance);
4. the date your coverage under the Policy ends;
5. the date all Dependent coverage ceases under the Policy; or
6. five months after your death (premium payment will be waived for Dependent Life Insurance coverage during this five month period).

## **F. EXTENSION OF DEPENDENT'S INSURANCE DURING EMPLOYEE'S TOTAL DISABILITY**

Basic life insurance for insured Dependents will remain in force without payment of premium during the period your life insurance is continued under the EXTENSION OF LIFE INSURANCE DURING TOTAL DISABILITY provision. (See LIFE INSURANCE.) All of the Policy's eligibility and termination provisions will apply to each Dependent during the continuation period.

## **G. CONVERSION**

If an insured Dependent no longer qualifies for life insurance under the Policy, the Dependent may be able to exercise the right to a conversion policy. Refer to the CONVERSION provision in LIFE INSURANCE for the conditions under which conversion may be available.

## **CLAIMS**

This section explains some of the terms and conditions relating to payment of claims.

### **A. CLAIM FORMS**

We will furnish the claim forms for filing Proof of Loss within 15 days after they are requested. If we do not do so, the claimant may comply with the Proof of Loss requirements of the Policy by submitting:

1. written Proof showing the occurrence, nature and extent of the loss for which claim is made;
2. the Proof within the time fixed in Item B. PROOF OF LOSS.

### **B. PROOF OF LOSS**

1. Written Proof of Loss must be furnished to us at our Home Office within 90 days after the date of the loss.
2. Failure to furnish Proof will not invalidate nor reduce any claim if it is not reasonably possible to give Proof within 90 days, provided the Proof is furnished as soon as reasonably possible.
3. In no event, except in the absence of legal capacity of the claimant, may Proof be given later than one year from the time Proof is otherwise required.
4. Proof of continuing disability must be furnished within 90 days of the date such Proof is requested.

### **C. PHYSICAL EXAM AND AUTOPSY**

We have the right and opportunity to have a person whose injury or illness is the basis of a claim examined by a Physician of our choice at our expense. This right may be used as often as reasonably required while the claim is pending and, in the case of death, includes an autopsy, where it is not forbidden by law.

### **D. INCONTESTABILITY**

In the absence of fraud, any statement by you or your Dependent to obtain coverage under the Policy will be a representation and not a warranty. No misrepresentation will be used to reduce or deny a claim or to deny the validity of coverage unless:

1. coverage would not have been approved except for the misrepresentation;
2. the misrepresentation is contained in a written instrument signed by you or your Dependent;  
and
3. a copy of the written instrument containing the misrepresentation has been given to you, the Dependent or the Beneficiary.

After coverage has been in effect for two years during the lifetime of the person, no misrepresentation will be used to reduce or deny a claim or to deny the validity of coverage.

The validity of the Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

## **E. PAYMENT OF CLAIMS**

We will pay the Proceeds for insured losses as soon as we receive satisfactory Proof of Loss.

If we fail to pay the Life Insurance Proceeds under this Policy within 30 days after we receive due Proof of death, and if the Beneficiary elects to receive a lump sum settlement, we will pay interest on the Proceeds after the expiration of the 30-day period. We will compute the interest from the date of the insured person's death until the date of payment, at a rate not lower than that paid by the insurer on other withdrawable policy owner funds.

At the end of the 30-day period, we will notify the designated Beneficiary at his or her last known address that interest at the applicable rate will be paid on the lump sum Proceeds from the date of death of the insured person.

## **F. REVIEW PROCEDURE**

A claimant has the right to a review of any denial by us of all or any part of a claim. To obtain a review for life insurance claims, a written request for review should be sent to us at our Home Office within 60 days after the claimant receives notice of denial. To obtain a review for disability insurance claims, a written request for review should be sent to us at our Home Office within 180 days after the claimant receives notice of denial. No special form is required.

The claimant may submit written comments and provide additional documentation in support of the claim, and may review any non-privileged information relating to the request for review.

We will review the claim promptly after receiving the request. For life insurance claims, we will send the claimant written notice of our decision within 60 days after the request for review is received, or within 120 days if special circumstances require an extension. For disability insurance claims, we will send the claimant written notice of our decision within 45 days after the request for review is received, or within 90 days if special circumstances require an extension. The notice will include the reasons for the decision and will refer to the specific provisions of the Policy on which the decision is based.

Another person may be authorized to act for the claimant under this review procedure.

## **G. LEGAL ACTIONS**

A claimant or the claimant's authorized representative may not start any legal action:

1. until 60 days after Proof of Loss has been given; or
2. more than three years after the time Proof of Loss is required to be given.

## **H. CONTACT INFORMATION**

If you have questions concerning your coverage, you may contact our customer service department at 1 (800) 286-1129 or write to our customer service department at the following address: LifeMap Assurance Company, PO Box 1271, MS E3A, Portland, OR 97207-1271.

You may also seek assistance from the Idaho Department of Insurance. You can contact them by writing to the Idaho Department of Insurance, Consumer Affairs, 700 W State Street, 3<sup>rd</sup> Floor, PO Box 83720, Boise, ID 83720-0043 or calling 1-800-721-3272 or visiting the Idaho Department of Insurance's website at [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov).



## **GENERAL PROVISIONS**

### **A. MISSTATEMENT OF AGE**

If a person's age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon the person's age, the benefit amount will be the amount the person would have been entitled to if his or her correct age were known.

**NOTE:** A refund will not be made for a period more than 12 months before the date we are advised of the error.

### **B. CLERICAL ERROR OR OMISSION**

Clerical error or omission will not:

1. cause an ineligible employee to become insured;
2. invalidate insurance otherwise validly in force; or
3. continue insurance validly terminated.

### **C. POLICY CHANGES**

The Policy may be changed in whole or in part. No change will be valid unless approved by one of our officers. The approval must be in writing and endorsed on or attached to the Policy. No other person, including an insurance producer, may change the Policy or waive any part of it.

### **D. AGENCY**

For all purposes under the Policy the Policyholder acts on its own behalf or as agent of the Employee. Under no circumstances will the Policyholder be deemed our agent without a written authorization.

### **E. CERTIFICATES**

The Employer is responsible for giving to you a complete copy of the Certificate for your applicable class within 31 days after receipt of the Certificates from us.

### **F. ASSIGNMENT**

The Policy may not be assigned, but you may assign your rights under the Policy. We are not liable for the assignment's validity or sufficiency. We are not bound by an assignment until we receive it.